



# City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: **October 1, 2014**

RE: BLANKET ORDER # **B002641**

PRODUCT/SERVICE: **Elevator, Stair Lift and Platform Lift Maintenance and Repair Services**

**Otis Elevator Company**  
**Attn: Mike Palmieri**  
**5381 NW 33<sup>rd</sup> Ave. Suite 103**  
**Fort Lauderdale, FL 33309**

Telephone Contact: 954-535-1325  
Fax: 860-998-6512  
Email: [mike.palmieri@otis.com](mailto:mike.palmieri@otis.com)

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- |  |        |
|--|--------|
| <input type="checkbox"/> FORMAL BID #                          |        |
| <input type="checkbox"/> INFORMAL BID #                        | DATED: |
| <input type="checkbox"/> RENEWAL OF FORMAL BID #               | DATED: |
| <input type="checkbox"/> EXTENSION OF FORMAL BID/RFP#          | DATED: |
| <input type="checkbox"/> WRITTEN QUOTATION #                   | DATED: |
| <input type="checkbox"/> VERBAL QUOTATION PER                  | DATED: |
| <input type="checkbox"/> STATE OF FLORIDA CONTRACT #           | DATED: |
| <input type="checkbox"/> BROWARD COUNTY BID #                  |        |
| <input type="checkbox"/> OTHER: <b>National IPA RFP #10-23</b> |        |

The term of this order is **10/1/2014** through **9/30/2019**.

The estimated dollar value is **\$63,420.00 annually**.

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

**NOTE: Prior to commencement of any work, certificates of insurance meeting the requirements of the Risk Manager and naming the City of Hollywood as additional insured, must be forwarded to Procurement Services.**

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Ralph Dierks** at (954) 921-3223

c: Public Works  
Finance



**UNITED  
TECHNOLOGIES  
OTIS ELEVATOR**

## **ACKNOWLEDGMENT**

**Thank you for your order**

Please refer to our contract number in all correspondence. Address all inquiries to:

**Otis Elevator Company**

Contract Number: TBD

Your Order Number: TBD

Date Acknowledged:  
July 14, 2014

Sold To:  
**City Of Hollywood**  
2600 Hollywood Boulevard  
Hollywood, FL 33020

Job Location Vary – Reference Exhibit “A”

Thank you for allowing us the opportunity to do business with your company. Enclosed is a signed copy of our Agreement with you. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. It is also understood that our proposal dated [05/24/2013, Rev1 - 9/20/13, Rev2 - 01/28/2014, Rev3 - 05/01/2014] is made a part of this Agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished or our scope of work. The terms included herein will be deemed accepted by you upon our commencement of the Work.

### **PROJECT DELAYS**

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, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.

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.

### **INSURANCE**

We are supplying the attached 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. Otis 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. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.

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

### **INDEMNIFICATION**

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the negligence or willful misconduct of Otis or our employees. Notwithstanding any other provision to the contrary, the parties agree to indemnify the other only for losses due to personal injury, or property damage to the extent caused by the parties negligent acts or omissions, or the negligent acts or omissions of their employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

**OTIS ELEVATOR COMPANY**

**MIKE PALMIERI**



## TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

### MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

### ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

### EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of Seller. Such grant must be in writing and made part of the order.

### DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

### TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

### F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

### TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

### INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

### TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

### RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

### ACCEPTANCE

Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

### DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

### QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

### PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

### ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

### UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 - 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

### LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

### LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

### INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

### OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

### REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

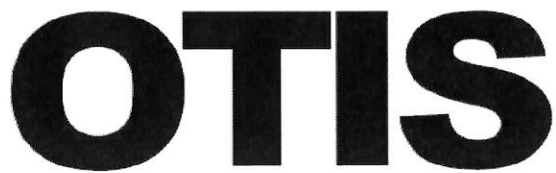
### PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

### INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

The following PO references  
National IPA # RFP 10-23



**DATE:** 05/24/2013, Rev1 - 9/20/13, Rev2 - 01/28/2014, Rev3 - 05/01/2014

**TO:**  
**City Of Hollywood**  
2600 Hollywood Boulevard  
Hollywood, FL 33020

**FROM:**  
**Otis Elevator Company**  
5381 N.W.33rd Ave.Ste103  
Fort Lauderdale, FL 33309

**EQUIPMENT LOCATION:**  
City Of Hollywood  
2600 Hollywood Blvd.  
Hollywood, FL 33022

Mike Palmieri  
Phone: (954) 535-1325  
Fax:(860) 998-6512

**PROPOSAL NUMBER:** AAT318

**EQUIPMENT DESCRIPTION:**

<u># Units</u>	<u>Type Of Units</u>	<u>Manufacturer</u>	<u>Customer Designation</u>	<u>Broward County ID</u>
20	Hydraulic	Refer to Exhibit A	Refer to Exhibit A	Refer to Exhibit A
3	Traction	Refer to Exhibit A	Refer to Exhibit A	Refer to Exhibit A
6	Wheel Chair Lift	Refer to Exhibit A	Refer to Exhibit A	Refer to Exhibit A
1	Dumbwaiter	Refer to Exhibit A	Refer to Exhibit A	Refer to Exhibit A

**OTIS MAINTENANCE**

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

**OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>**

We will use the Otis Maintenance Management System<sup>SM</sup> preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS<sup>®</sup> standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

**PERFORMANCE**

**MAINTENANCE**

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.



- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

## **RELIABILITY**

### **PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

### **PARTS INVENTORY**

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

### **QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

## **RESPONSIVENESS**

### **24-HOUR DISPATCHING**

We will, at your request, provide you with access to e\*Service and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e\*Service or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

## **COMMUNICATION**

### **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS® program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

### **REPORTS – e\*SERVICE**

We will use the OMMS® program to record completion of maintenance procedures. We will, at your request, provide you access to e\*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e\*Service.

## **SAFETY AND ENVIRONMENT**

### **SAFETY TESTS - TRACTION ELEVATORS**

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked. As required by Code, or once every five years at a minimum, we will measure the coated steel belts for safety using a method approved by the manufacturer.

### **SAFETY TESTS - HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

### **FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

### **SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

### **MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

## **WORK SCHEDULE**

### **NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

### **OVERTIME**

On all Callbacks relating to "traction" & "hydraulic" elevator shutdowns, Otis will absorb overtime premium portion.

## **OWNERSHIP AND LICENSES**

### **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

### **OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

### **NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

### **THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

### **CLARIFICATIONS**

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Unites or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.



We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

## ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

## SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

## CONTRACT PRICE AND TERM

### CONTRACT PRICE

**Five thousand two hundred eighty-five dollars (\$ 5,285.00 ) per month,**  
**payable Quarterly in advance.**

### PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

#### A. Material

**Five hundred twenty-eight dollars and fifty cents (\$ 528.50 )** of the original Contract Price will be increased or decreased by the percent 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 for the price adjustment month compared with the index on **03/01/2013** which was **216.900**.

#### B. Labor

**Four thousand seven hundred fifty-six dollars and fifty cents (\$ 4,756.50 )** of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2013** which was **69.645**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

### TERM

The Commencement Date will be 10/01/2014.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

## PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of each quarterly cycle in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Submitted by: Mike Palmieri  
Title: -

Accepted in Duplicate

### CUSTOMER

Approved by Authorized Representative

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

Signed: \_\_\_\_\_

Print Name: - \_\_\_\_\_

Title - \_\_\_\_\_

E-mail: - \_\_\_\_\_

Name of Company City of Hollywood

### Otis Elevator Company

Approved by Authorized Representative

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

Signed: \_\_\_\_\_

Print Name: Ted Gorman

Title - \_\_\_\_\_

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: \_\_\_\_\_  
(Name of Principal or Owner)

## CITY OF HOLLYWOOD (COH) ELEVATOR LIST

<u>ITEM</u>	<u>HOLLYWOOD LOCATION OF ELEVATORS</u>	<u>TYPE</u>	
A.	City Hall Building 2600 Hollywood Boulevard	2-Motion Control Electric Passenger S/N 4972, 4973	<div> Otis Monthly Maintenance Price = \$930.00 </div>
		1-Garaventa Stair Lift SN 8168	
B.	Citizen's Service Center 6197 Taft Street	1-Porch Lift SN 996WL	<div> Otis Monthly Maintenance Price = \$100.00 </div>
C.	Water Treatment Plant 3441 Hollywood Boulevard	1-Dover Hydraulic S/N 22950	<div> Otis Monthly Maintenance Price = \$334.00 </div>
		1-Miami Hydraulic S/N 49082	
D.	Public Works Administrative Center 1600 South Park Road	1-Harris Preble Service Hydraulic, S/N 850114	<div> Otis Monthly Maintenance Price = \$267.00 </div>
		1-EastCoast Chair Lift SN 53764	
E.	City Hall Annex 2600 Hollywood Boulevard	1-Eastern Service Hydraulic S/N 02994	<div> Otis Monthly Maintenance Price = \$167.00 </div>
<del>F.</del>	<del>Beach Parking Garage 351 Michigan Street</del>	<del>1-Schindler 330A Passenger Hydraulic S/N 03-11982</del>	<del></del>
		<del>1-Schindler Pending Renovations</del>	
G.	Martin Luther King Center 2400 Charleston Street	1-Wheel-O-Vator Wheel Chair Lift SN 55401	<div> Otis Monthly Maintenance Price = \$100.00 </div>
H.	Wastewater Treatment Plant 1621 N. 14 Ave	1-Dover Passenger Service Oilraulic S/N 50971	<div> Otis Monthly Maintenance Price = \$267.00 </div>
		1-D.A. Matot Dumbwaiter S/N 50973	



## COH ELEVATOR LIST (cont'd)

I.	Art and Culture Center 1650 Harrison Street	1-Dover Hydraulic S/N 49945	Otis Monthly Maintenance Price = \$167.00
J.	Hollywood Police Dept. 3250 Hollywood Boulevard	1-Eastern Hydraulic Passenger Elevator S/N 28033 (Back Elevator) 2-Hydraulic Passenger Elevators S/N 23432, S/N 23431 (Lobby)	Otis Monthly Maintenance Price = \$501.00
K.	Multi Purpose Center 2030 Polk Street	1-Dover Lift Broward County Ref. #03-53338 Model #CGL 42 S/N 41885	Otis Monthly Maintenance Price = \$100.00
L.	Fire Station #74 2741 Stirling Road	1-Mowrey Simplex S/N 01-00001913	
M.	Garfield Street Parking Garage 1900 N. Ocean Drive	2-Otis Elevator S/N 07-00386 S/N 07-00365	Otis Monthly Maintenance Price = \$334.00
N.	Van Buren Parking Garage (Jefferson) 251 S/ 21 <sup>st</sup> Avenue	2-ThyssenKrupp Elevator S/N 0202002 S/N 0202001	Otis Monthly Maintenance Price = \$334.00
O.	Radius Parking Garage 251 N. 19 <sup>th</sup> Avenue	2-Otis Elevator S/N 06-00209 S/N 06-00210	Otis Monthly Maintenance Price = \$334.00
P.	Arts Park 1 Young Circle	1- ThyssenKrupp Ele S/N 07-00247	Otis Monthly Maintenance Price = 167.00
Q.	Broward County Library 2600 Hollywood Blvd. (City Hall Circle)	2- Schindler Elevator S/N 05-00458 S/N 05-00367	Otis Monthly Maintenance Price = \$334.00
R.	Fire Station #105 1511 South Federal Highway	1 - ThyssenKrupp BCID #04-20004	Otis Monthly Maintenance Price = 167.00
S.	Hollywood Beach Safety (Fire Station #40) 707. S. Ocean Drive	1 - Kone Traction 1 - Trust Chair Lift	

Otis Monthly  
Maintenance Price =  
\$515.00