COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: March 1, 2016

Subject: ELEVATOR MAINTENANCE

Bid No.: 215305-002

Effective Dates: January 1, 2016 - December 31, 2016

Vendor #: 102186

Vendor: DCB ELEVATOR COMPANY, INC.
P.O. Box 426
Lewiston, NY 14092

Telephone: 607-772-8784

FAX: 716-754-1645

Pricing: per attached document

EXHIBIT "F"

County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 4TH DAY OF JANUARY, 2016

by and between DCB ELEVATOR CO., INC.

of P.O. BOX 426, LEWISTON, NY 14092

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on DECEMBER 21, 2015 at 2:00 PM

for: ELEVATOR MAINTENANCE

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of $23,640.00,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 215305-002, , Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

XXX Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

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

COUNTY OF ERIE

by _____
Director of Purchase

Date_____

CONTRACTOR: DCB ELEVATOR CO., INC.

by _____

Title Vice President

Date 1/13/16

APPROVED AS TO FORM

_____
Assistant County Attorney
County of Erie, New York

Date_____

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: James D. Kucewicz, Buyer (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 215305-002

OPENING DATE: DECEMBER 14, 2015 TIME: 2:00 PM

FOR: ELEVATOR MAINTENANCE

NAME OF BIDDER: DCB Elevator Co. Inc.

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X EXHIBIT "A" - Assignment of Public Contracts
X EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
___ EXHIBIT "C" - Construction/Reconstruction Contracts
___ EXHIBIT "D" - Bid Bond (Formal Bid)
N/A EXHIBIT "E" - Bid Bond (Informal Bid)
X EXHIBIT "EP" - Equal Pay Certification
X EXHIBIT "F" - Standard Agreement
X EXHIBIT "G" - Non-Collusive Bidding Certification
X EXHIBIT "H" - MBE/ WBE Commitment
X EXHIBIT "IC" - Insurance CLASSIFICATION "A"
___ EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
___ EXHIBIT "Q" - Confined Space Program Certification
X EXHIBIT "PW" - NYS Prevailing Wage

(Rev. 1/00)

EXHIBIT "G"

County of Erie

DIVISION OF PURCHASE

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 21st day of December, 20 15

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME DCB Elevator Co. Inc.

ADDRESS PO Box 420

Lewiston, NY ZIP 14092

AUTHORIZED SIGNATURE [signature]

TYPED NAME OF AUTHORIZED SIGNATURE Daniel C. Brockway

TITLE Vice President TELEPHONE NO. (716) 754-1645

(Rev.1/2000)

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 215305-002

Ship to: County of Erie
Attention: Sewer District
Address:

Ship Via: Most Economical
Date Required at Destination: As Required

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Please furnish pricing for Elevator Maintenance at the following sites:	
			Public Safety Building, South Division & Elm Streets, Buffalo, NY 14203	7440.00
			New County Hall, 25 Delaware Avenue, Buffalo, NY 14202	8100.00
			Old County Hall, 92 Franklin Street, Buffalo, NY 14202	8100.00
			Term of the contract will be January 1, 2016 – December 31, 2016	23,640.00
			Please provide pricing on the "Contractor Bid Sheet"	
			For questions in regard to the specifications of this bid,	
			Please contact Earl Zeeb at (716) 858-4991.	

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: **716/858-6465**

NAME OF BIDDER DCB Elevator Co Inc.

(Rev. 9/95)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

TO: ALL BIDDERS

FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase

DATE: December 3, 2015

SUBJECT: **ADDENDUM NO. 1 Erie County Bid #215305-002**
Elevator Maintenance

The attention of all bidders is directed to the following changes in the above bid:

****

1) The bid opening date has been changed to Monday, December 21, 2015 at 2:00pm.

****

ARTICLE I GENERAL PROVISIONS

1001 The services to be performed by the contractor under this specification shall consist of furnishing all material, parts, labor, tools, and equipment necessary to provide complete elevator maintenance of the elevators, wheelchair lifts and similar equipment as above listed and hereinafter specified.

1002 This agreement requires the Contractor to become fully responsible for the maintenance as specified elsewhere herein of elevators, including the replacement of all parts, except those parts listed in the clause entitled 8009.5 "Component Exclusion" and all labor required to continually keep the elevators in compliance with the applicable latest edition of the State of New York Building Code. A17.1 2004 with 2005A17.1a and 2005 A17.1S. NEC 2005, NFPA 2002

1003 These Specifications require the doing of all things necessary, or proper for, or incidental to, the matter referred to in the immediately preceding paragraphs. In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and, in the complete and proper execution of the matter referred to in the immediately preceding paragraphs are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

1004 PERSONNEL UNIFORMS AND BADGES -The Contractor shall provide for its personnel all necessary distinctive uniforms and identification badges or woven identification insignia of a type and style which shall be subject to approval of the Owner, and the Contractors employees shall wear these uniforms and identification badges or insignia at all times when performing the operations hereunder.

Employees without proper identification shall not be permitted to work. The uniforms must be worn by the Contractor's personnel at all times while working at the Building. The Contractor shall be responsible to ensure that its employees are wearing proper shoes for the task being performed and follow proper safety precautions established for the trade.

The Owner shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes or fails to follow proper safety precautions and exercise of this right shall not limit the obligations of the Contractor to perform the Work.

1005HIGH SECURITY AREAS - Work under this Contract may be required in high security areas as such may be designated, at any time, by the Owner. The Owner will require observance of certain security procedures with respect to the performance of such Work which procedures may include the escort to, at and or, from such high security areas for personnel working therein.

1006 TRASH REMOVAL

(a) The Contractor shall arrange to dispose of all liquid and solid refuse in a lawful, safe and efficient and anti-pollutant manner subject to the approval of the Owner. All items deemed by the Contractor to be scrap and not economically reusable shall first be examined by the Owner and record of same for inventory control purposes shall be maintained. The Designated Representative shall have the option to have the Contractor dispose of same or cause to have the item turned over to the Owner for disposal.

(b) The Contractor shall remove monthly from the Building by means provided by the Owner, all garbage, debris, and other waste materials (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste materials not immediately removed shall be temporarily stored in a clean and sanitary condition, approved by the Owner, in suitable garbage and waste receptacles.

(c) Removal of waste and/or hazardous materials by the Elevator Contractor shall be accomplished in accordance with local laws, state and federal standards applicable.

1007 GRATUITIES/LOST AND FOUND - No personnel employed in performing the Work shall solicit or accept gratuities, for any reason whatsoever, from passengers, tenants, customers or other persons at the Site of the Work. Any articles found by such employees at the Site of the Work shall be immediately turned over to the Designated Representative. The Contractor shall instruct its employees (and shall cause any subcontractors to instruct their employees) in the provision of this numbered clause.

1008 VACATING THE SITE OF THE WORK - Upon the expiration or earlier termination or revocation of this Contract, the Contractor shall remove its equipment, materials, supplies, and other personal property from the Site of the Work. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, the Owner may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to any expenses of removal, storage and sale and second, to any sums owed by the Contractor to the Owner. If the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to the Owner upon demand.

1009 USE OF PATENTED MATERIALS -The right to use all patented material, composition of matter, manufacturers, apparatus or appliances required in-connection with this Contract shall be obtained by the Contractor without separate or additional compensation. The Contractor shall indemnify the Owner and its Designated Representative against and save them harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent infringement arising out of or in connection with the Owner's use, in accordance with the preceding paragraph of this clause, of such patentable subject matter or patented material, composition of matter, manufacturers, apparatus or appliances. If requested by the Owner, and if notified promptly in writing of any such claim, the Contractor shall conduct all negotiations with respect to and defend such claim without expense to the Owner or its Designated Representative.

1010 GENERAL OBLIGATIONS

(a) Except with the prior written approval of the Owner, or as specifically authorized or required elsewhere herein, the Contractor shall not erect, maintain or display any signs, posters or advertising at the Site of the Work except those mandated by governing authorities for local law compliance.

(b) In order to effectuate the policy of the Owner, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which would effect the Contract and the performance thereof and those engaged therein, except where stricter requirements are contained in these Specifications, in which event the latter requirements shall apply. However, the Contractor shall apply for any permits, licenses or variances in the name of or on behalf of the Owner where required by law and pay all associated fees or other charges.

ARTICLE II COMPETENCY of BIDDER

2001 The contractor shall have had a qualified service organization in active operation for a minimum of five (5) years. This organization must have had a history of competent service experience in maintaining the specific types of automatic elevator systems described in these specifications, and must have on its payroll sufficient qualified experienced supervisory personnel to guarantee satisfactory performance of this contract. The bidder shall furnish, with his bid, a statement that he has in his employ and under his supervision the necessary personnel and organization, and that he possesses facilities, located within the County of Erie, to properly fulfill all the services and conditions required under these specifications. All maintenance personnel used in fulfilling the requirements of this contract must be qualified to maintain this type of equipment. The bidder's statement shall also include specific locations which have been serviced by the bidder and the dates during which the service has been performed. Consideration will not be given to bids submitted by an individual, firm, or corporation who has established on former projects, either government or commercial, an unsatisfactory record of performance in connection with repair of elevators. The County reserves the right to determine the competency of contractors being considered for the award of this contract. The County will take into consideration all factors which are deemed pertinent to the satisfactory execution of this contract.

2002 The Contractor (and any subcontractor) shall furnish competent and adequately trained personnel to perform the Work required hereunder. Maintenance shall be performed by Journeypersons, competently supervised, who shall be qualified to keep the elevators adjusted and repaired and in proper operating condition. If, in the opinion of the Designated Representative, any employee so assigned is performing its functions unsatisfactorily, he shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Designated Representative request for such replacement.

2003 Journeypersons providing maintenance and repairs of elevators under this agreement shall have, successfully completed an industry accredited course covering maintenance and repairs of elevators and must possess a minimum of five (5) years previous Journeypersons experience maintaining elevators of similar type and complexity to those covered under this agreement.

ARTICLE III CONTRACT TERM, ESCALATION AND DE-ESCALATION

3001 The services to be performed under this contract at the quoted price shall be provided for a period of **one year starting January 1st 2016 at 12:01 A.M.** Prices charged shall be adjusted annually in accordance with the formula set forth in the following clause.

3002 Adjustments of the contract price shall be made prior to and effective for the year 2017,2018. The contract price shall be increased or decreased in an amount equal to 80% of the percentage increase or decrease of the prevailing hourly base pay rate for elevator mechanics. The prevailing hourly base pay rate for elevator mechanics shall equal the actual hourly rate paid to elevator mechanics plus FICA tax, vacation pay, and pension and welfare amounts. In determining the prevailing hourly base pay rate for elevator mechanics, the union wage scale, to be submitted with this bid, in effect January 1st, 2016, with respect to each item, shall be used. In determining the percentage change effective for the years 2017,2018, the prevailing hourly base pay rate effective January 1st of each year shall be used for the purposes of adjustment.

3003 Complete detailed data computations of the prevailing hourly base pay rate shall be submitted to the County of Erie for its information and acceptance between 60 days and 45 days prior to the contract anniversary date.

3004 In the event the prevailing hourly base pay rate increase for any given year exceeds 10%, or if the increase in the oontract price is not approved by the Legislature, the County reserves the right to terminate the contract upon thirty (30) days notice.

3005 The adjusted annual contract price shall be submitted for approval to the Erie County Division of Purchase.

3006 The County may, at its sole option, terminate or suspend any part of the services described herein when conditions change, operation of a County facility is reduced or is discontinued, or other similar circumstances take place. In the event of such termination or suspension, payments for services shall be suspended without penalty.

ARTICLE IV PAYMENTS

4001 Payments in the amounts stipulated in the contract shall be made monthly in arrears, upon submission of properly certified vouchers and invoices. Upon notice from the County that there is the need for termination or addition of any individual service requirement under this contract, payment shall made for any fractional part of a month's service at the rate of one-thirtieth (1/30) of the monthly charge for each day of service rendered.

ARTICLE V LIABILITY

5001 The contractor shall not be liable for injury to persons or damage to the property except that which is directly due to his own acts or omissions. The responsibility of the County for injuries to persons or damage to property while on or about the elevators referred to is in no way affected by this agreement. The contractor shall not be liable for any loss, damage, or delay caused by fire, explosion, theft, flood, riot, civil commotion, war, malicious mischief, vandalism, act of God or any causes beyond his reasonable control.

ARTICLE VI FAILURE TO COMPLY

6001 In the event that the contractor fails to maintain the elevator equipment in accordance with these specifications, or violates any of the provisions hereof, the County of Erie may, upon ten days notice in writing to the contractor, engage the services of others to perform all work necessary to bring the equipment up to good operating standards. The cost of this work shall be at the contractor's expense.

ARTICLE VII SCOPE OF WORK

7001 The work to be performed by the contractor under this specification shall consist of the hereinafter specified elevator inspection and maintenance service. Incomplete descriptions and/or omissions shall not abrogate **the Contractor's responsibility to provide full comprehensive all-inclusive full coverage maintenance service.**

7002 WORKING HOURS Normal maintenance work under these specifications shall be performed during normal working hours and on regular working days established for the trade.

7003 PREVENTIVE MAINTENANCE SERVICE The contractor shall cause one of his competent mechanics to report, as specified below, to the Chief Engineer or person assigned by the Department Head at such facility and said mechanic shall proceed at once to make all the repairs and adjustments which in his opinion are required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection of the elevator equipment in accordance with the manufacturer's recommendations as reflected on original equipment manufacturer's recommended maintenance procedure check charts. The contractor shall make adjustments or replacement of all worn or deteriorated parts. It is the Contractor's responsibility to provide full comprehensive all-inclusive full coverage maintenance service. Weekly inspections shall be made at Old County Hall, New County Hall, Rath Building, and Family Court. All other locations shall be inspected semi-monthly(24 times per year).

7004 CALL BACK SERVICE In the event that an elevator is shut down during working hours due to the failure of the controls or mechanical parts, the contractor shall cause one of his competent mechanics to be on the premises within one hour after notice by telephone, and said mechanic shall proceed at once, and continue without stopping during working hours only, to make necessary repairs or adjustments to place the elevator in safe and first class operating condition under the terms of this service contract and at no additional charge to the County of Erie.

7005 EMERGENCY OVERTIME CALL BACK SERVICE The contractor shall provide emergency adjustment call back service outside of normal working hours for the trade on any day of the week at any hour, day or night, holidays included. The contractor shall cause one of his competent mechanics to be on the premises within one hour after notice by telephone, and said mechanic shall proceed at once, and continue without stopping, if necessary, to make repairs or adjustments to place the elevator in safe and first class operating condition. Such emergency call back service is to be billed separately at the appropriate prevailing overtime labor rate.

7006 TELEPHONE SERVICE The contractor shall maintain a continuous telephone service where he can be reached twenty-four (24) hours each day, seven days each week, Sundays and holidays included.

ARTICLE VIII EXTENT OF WORK

8001 The work described herein shall be performed by the contractor and unless otherwise specified, applies to all parts of the equipment of the listed elevators systems, including, but not limited to all machines, motors, motor generators, controllers, governors, sheaves, selectors, worms, gears, thrusts, bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, oil buffers, coil resistors, fuses for operating circuits and for motor circuits, magnet frames, cams, car door and hoistway door hangars, tracks and guides, car and counterweight guide rails, counterweights, door operating devices, interlocks and contacts, push buttons, traveling cables, electronic tubes, semi-conductors, hall lanterns and indicators, all wire ropes and cables, shackle springs, bulb replacements in signal systems, programmers, computers or other electronic control systems, all elevator signal and accessory equipment including power cables, all fan and ventilating equipment for elevator cars, elevator lighting and emergency lighting systems, and floor tile covering.

8002 The contractor shall provide constant high quality service to properly protect all elevator equipment from deterioration. equipment must be capable of constant peak performance, resulting in a minimum of downtime for any portion of the system.

(a) The Contractor shall maintain each elevator in proper adjustment for smooth, quiet operation. Elevator manufacturer's approved lubricants and cleaning materials or the equivalent approved by the Designated Representative shall be furnished by the Contractor.

(b) The preventative maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this Contract requires additional preventative maintenance for safe reliable operation, as specified by the manufacturer or by ASME A17.1 standards, the Contractor shall perform the required additional preventative maintenance without added cost to the Owner.

8003 Operating cars shall not be taken out of service for maintenance inspection during rush hours, Mondays through Fridays, except where an unsound operating condition exists. This rush hour period may be changed as required by the Department Head at such facility.

8004 If for any reason an elevator should be out of service for more than the usual troubleshooting time of "30-60 minutes", then the contractor shall notify the engineer in charge when the elevator was taken out of service, the reason "why", and "what time" the elevator is expected to be put back into service for proper and safe operation.

8005 The contractor shall make regularly scheduled examinations and adjustments to the elevator systems in accordance with the manufacturer's recommended maintenance procedure check charts. The maintenance records shall record the following activities:

- Description of maintenance task performed and dates;
- The record shall be legible and clearly indicate the activity that occurred. Abbreviations and "codes" shall be clearly defined. The usage of vague entries such as "P/M" or "preventative maintenance" without an associating action with a portion of the equipment will not be considered adequate record keeping;
- Description and dates of examinations, tests, adjustments, repairs, and replacements;
- Description and dates of call backs (trouble calls) or reports that are reported to elevator personnel by any means, including corrective action taken;
- The record shall be readily available. If the records are maintained on the premises other than in the elevator machine room, there shall be a sign in the elevator machine room clearly indicating where the record can be found;
- If the record is maintained electronically, then a sign indicating the directions for obtaining the electronic maintenance records shall be in the machine room. The electronic format shall be either web based, e-mail or faxed. If these conditions cannot be met, then a hard-copy maintenance log will be required to be maintained in the machine room.
- The records shall be maintained to show the activity for not less than the previous 12 months.

The contractor shall maintain a proper Elevator Check Chart for each elevator in the machine room for that elevator. Each Elevator Check Chart must be kept up to date at all times so as to reflect the scheduled items of maintenance. Upon completion of maintenance, the contractor must properly initial the chart to indicate the work has been accomplished.

In addition to check charts, the contractor shall maintain on the premises, a log on each and every elevator outlining cleaning, repairs, replacement, or adjustments performed on the equipment. These logs shall be available at all times for Erie County inspection and upon termination of the contract shall become the property of Erie County.

At the completion of each repair, regular inspection, or test the contractor shall furnish a copy of the signed job ticket or results of test thereof, to Erie County DPW Elevator Review Department, 45 Oak Street, Buffalo, NY 14203.

8006 SCHEDULE OF INSPECTIONS AND SERVICES

The Contractor shall make as a minimum; the following scheduled inspections, checks and services to each of the elevators and all their individual components, and at the indicated frequencies as further specified:

Minimum Weekly Inspections, as required (52 times per year) and
Minimum Semi-Monthly Requirements: (24 times per year)

1) See Owner representative - Investigate and correct all complaints.
2) Operate Elevator: (From inside the car under normal operation.)

a) Check for any unusual noise or operation function.
b) Check floor stopping accuracy/leveling/pre-door opening.
c) Check alarm bell/stop switch.
d) Check door protection/operational appurtenances.
e) Perform necessary, immediate repairs/adjustments.
f) Check operating and signal equipment.

3) Machine Room and Secondary:

a) Observe controllers and relay panels. Check contactors for burning and wear. Inspect wiring and physical condition of components for deterioration, heating and contamination.

b) Motors and/or Generators - Check for proper lubrication of bearings. Inspect brushes and commutation with car in operation. Check each unit for noise, vibration and heating and clearances between rotating elements and poles.

c) Hoisting Machines and Brakes - Check all lubrication provisions, empty drip pans and wipe down equipment. Observe worm gears for back lash and thrust play where applicable. Inspect brake components for wear and operation. Observe physical conditions in standing and operating modes.

d) Drive Sheaves and Wire Ropes - Observe physical conditions in standing and operating modes. Overspeed Governor and Auxiliary Sheaves - Check for any unusual noise, vibrations or other physical deterioration.

f) Pump units and hydraulic valves - Check for proper tension or wear on pump motor belts, oil leakage from valves, pump unit or tank. Check each unit for noise, vibration, or low oil condition. Repair or replace to correct any deficiency found.

g) Perform necessary immediate repairs/adjustments.

Minimum Monthly: (12 times per year)

1) Perform general inspection of machinery, traction motor, generator, brushes, gear box, pulleys, brakes, governor, selectors, or floor controllers. Lubricate as required.

2) Empty drip pans, discard oil, check reservoir oil level.

3) Inspect and lubricate machinery, contacts, linkage and gearing.

4) Clean and inspect controller, selectors, relays, connectors, contacts.

5) Ride car and observe operation of doors, leveling, reopening devices, and smoothness.

6) If rails are lubricated, check condition and lubrication. Service lubricators.

7) Check operation of all hoistway door interlocks.

8) Inspect all lighting associated with the elevators, including, but not limited to pit lights, equipment room lights, shaftway lights, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Replace as needed. The Contractor shall relamp all inoperative lights and so indicate in the checklist of the "Service Maintenance Form" specified hereinafter. Check all alarms and maintain in proper working order.

9) Remove litter, dust, oil and other extraneous materials from all machine room equipment, door saddles and other areas of the elevators not accessible from elevator lobby.

10) Clean trash from pit and empty drip pans, discard oil. Examine plunger seals and correct excess leakage.

Minimum Quarterly: (4 times per year)

1) Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, releveling, and other devices.

2) Check door operation. Clean, lubricate and adjust brake checks, linkages, gears, wiring, motor, check keys, set screws, contacts, chains and cams.

3) Inspect interior of cab. Test telephone or communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel and emergency lights.

4) Inspect hoistway and pit. Clean and lubricate equipment as required. Service guide rail lubrication.

5) Test mechanism. Observe operation of motor, generator, brakes, governor, traction machinery and sheaves.

6) Test manual and emergency control applicable to systems.

7) Check oil level in car and counterweight oil buffers, oil hydraulic systems, add oil as required.

8)Visually inspect controller, selector, contacts and relays. Check adjustments and replace contact as required.

9)Check hallway doors. Clean, lubricate and adjust tracks, hangers and upthrust, eccentrics, linkage, gibs and interlocks.

10) Clean, adjust and lubricate car door or gate tracks, pivots, hangers, car grille and stile channels.

11) See building representative. Correct all complaints and conditions recorded. Perform necessary immediate repairs and adjustments,

12) Operate Elevator: (From inside the car under normal operations)

a) Check for any unusual noise or operation function.

b) Check floor stopping accuracy/leveling/pre-door opening.

c) Check alarm bell/stop switch.

d) Check door protection/operational appurtenances.

e) Check all operating and signal fixtures for illumination and audible functions.

f) Check interior ventilation provisions, emergency lighting, light controls and auxiliary equipment.

g) Check and observe door operations. Inspect door alignment, guides and closing pressure.

13) Machine Room and Secondary:

a) Observe controllers and relay panels. Check contactors for burning and wear. Inspect wiring and physical condition of components for deteriorations, heating and contamination.

b) Check all controller resistance tubes, grids and connections for obvious deficiencies.

c) Remove controller fuses. Clean fuses and holders.

d) Inspect selector and/or encoder drive components and operating functions. Lubricate components per the O.E.M. specifications.

e) Motors and/or Generators - Check for proper lubrication of bearings. Inspect brushes and commutation with car in operation. Check each unit for noise, vibration and heating. Check brush tensioning and wear. Perform a visual inspection of armature, field coils and interpole windings, connections, leads and commutator risers for physical deterioration and damaged insulation.

f) Hoisting Machines and Brakes - Check all lubrication provisions, empty drip pans and wipe down equipment. Observe worm gears for back lash and thrust play. Inspect brake components for wear and operation. Check all machine component fastenings to include drive sheave and ring gear bolts, machine hold-downs, couplings, brake drum pulleys, isolation mounts and covers. Inspect brake linings and drum surfaces.

g) Drive Sheaves and Wire Ropes - Observe physical conditions in standing and operating modes. Inspect position of wire ropes in traction drive sheave grooves. Monitor rope slippage under normal operating modes. Inspect all speed monitoring and control apparatus.

h) Overspeed Governor/Auxiliary Sheaves - Check for any unusual noise, vibrations or other physical deterioration. Ensure seals and tags are properly affixed and legible. Check govener(s), selector drives and auxiliary sheave components in accordance with O.E.M. specifications.

14) Car Top:

a) Clean, lubricate and adjust master door operator when conditions warrant.

b) Inspect car guides for wear and alignment. (Lubricate sliding shoe systems.) Adjust guide tensioning and observe operation.

c) Inspect car and counterweight cable hitches.

d) Inspect counterweight assembly, alignment and cable tensioning/wear.

e) Inspect door engaging equipment, car and shaftway door top track assemblies, safety interlock switches and operating linkages for physical wear, dirt or other deteriorations. Clean, lubricate, repair and adjust systems when conditions warrant.

f) Observe condition of upper slow-down, directional and final limit switch devices.

g)Inspect wire rope conditions and equalization at a minimum of six (6) points in shaftway.

h) Inspect hoistway landing, leveling and encoding equipment for alignment, operation and physical condition.

i) Inspect top of car operating station, emergency exit cover, work lighting, auxiliary safety switches, tapes and appurtenances.

15) Pit Area:

a) Clean and lubricate governor tension sheave assembly. Check weighted clearance. Inspect cable condition.

b) Observe condition of buffer equipment and mountings, strikers, plates, switches and blocking.

c) Check stop switch and lighting provisions.

d) Inspect compensation equipment. Lubricate applicable component parts and check electrical or other safety provisions for physical deterioration.

e) Inspect bottom car guides for wear, alignment and tensioning.

f) Inspect bottom of car, safety mechanism, electrical traveling cables and component hitch connections.

g) Observe condition of bottom terminal slow-down, directional and final limit switch devices.

h) Sweep pit area and remove all trash and debris.

16) Miscellaneous:

a) Check all indicating lights, lanterns, gongs, audible and visible signals for proper operation.

b) Check all hall push buttons for proper operation.

c) Verify that mandated emergency operation testing has been performed per local law requirements or governing authority regulations as directed under this Agreement.

d) Record all inspection and lubrication procedures completed and issue copy of check sheets or other recorded data to Designated Representative with written recommendations for work procedures to be done by others or an extra cost to the Owner by the Elevator Contractor.

17) Perform immediate repairs/adjustments. Notify the Designated Representative and schedule major procedures necessitating extended out-of-service time within forty-eight (48) regular working hours of the preventative maintenance inspection.

Minimum-Semi-Annual :(Two times per year)

1) Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets and inductors. Repair and/or adjust for proper leveling.

2) Inspect car-safety mechanism, clean and keep free of rust and dirt, and lubricate as necessary.

3) Monitor sequence of operation and compare same to the O.E.M. design specification.

4) Check and record individual car performance levels:

a) Door open cycle time.

b) Door close cycle time. Long door non-interference dwell time.

d) Short door non-interference dwell time.

e) Reduced door non-interference dwell time.

f) Brake to brake time.

g) Flight time.

h) Door closing pressure.

i) Tached speed up direction.

j) Tached speed down direction.

5) Check fire control Phase I and II manual operations in conjunction with ASME A17.1 requirements.

6) Check all safety switches for doors, gates or other passenger protection devices.

7) Ensure hoistway doors are properly aligned, set and self-closing.

8) Check emergency cab interior lighting system and communication device operations.

9) Check car door locking, safety switches and passenger protections for proper operation.

10) Observe elevator operation for quality of ride, acceleration, deceleration, noise and floor stopping accuracy. Pre-opening, re-leveling or other operational features checked from inside each car.

11)Perform immediate minor adjustments or repairs to maintain O.E.M. performance standards.

12) Prepare a written report for all examinations performed and issue same to the Owner.

Minimum Annual:

1) Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, and other controller components, adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings, and operation of overloads. Clean and inspect fuses and holders and all controller connections.

2) In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and counterweight. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with A17.1 - Section 1206.

3) Clean all overhead beams, sills, bottom of platform, car tops and hoistway walls.

4) Clean car light fixtures.

5) Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ANSI/ASME A17.1 Section 1206.

6) Thoroughly clean the machine room, pit, top and bottom of car and all other elevator components and areas.

7) Dismantle machine brake assembly. Inspect all pivot pins, bushings, collars, sleeves, guides, bearings or other operating apparatus for wear. Replace worn component parts; provide new spacers, washers, fittings, etc., to ensure unrestrictive operation. Readjust assembly in accordance with O.E.M. design criteria.

8) Drain and flush machine housings, oil hydraulic storage tanks, bearings and lubrication parts. Inspect all exposed equipment for wear. Replace worn or damaged bearings, seals, packings and gaskets.

9) Blow out or vacuum windings in rotational equipment, inspect apparatus for internal damages, overheating or other deteriorations. Clean and service contaminated brush riggings, inspect bearings and shafts for wear. Apply insulating varnish to exposed windings and ensure all leads, connections or other electrical apparatus are properly insulated. Inspect grounding provisions and take necessary actions to correct deficiencies. Adjust brush settings, compounding and/or other apparatus to ensure proper operation and efficiencies are maintained.

10) Inspect all systems in accordance with A17.1, Rule 1002.2 and every fifth (5th) year per Rule 1002.3, 1002.3C and any additional local law requirements applicable.

11) Inspect all systems in accordance with A17. 1, Rule 1005.1 to 1005.4 at the time intervals specified therein.

12)Record all procedures completed under the annual preventative maintenance program and issue an annual report to the Owner incorporating extraordinary repairs/adjustments necessary, suggested modifications, component upgrades or other recommendations for improved safety, reliability and performance.

8007 The contractor shall make all repairs necessary as disclosed as a result of the aforementioned inspections or the inspection of other contractor employees, the County of Erie, or joint inspections as hereinafter defined in Article 9.

8008 The contractor must have available for immediate delivery and installation a sufficient supply of emergency parts for repair of the elevator system covered by the contract, as determined by the Commissioner of Public Works.

All replacement parts must be new and shall be specifically designed for the elevators on which they are used. The contractor shall provide replacement parts furnished by the original manufacturer of the elevator system, or the sub-supplier of such original manufacturer's parts; except that, as an alternative to supplying the original parts, new parts from other source of supply which have been demonstrated to be commercially acceptable and have been successfully supplied under past government contracts, may be used.

In the event that the contractor purchases any replacement parts from sources other than the original manufacturer of the elevator system or his suppliers, the contractor shall submit a list of such parts and suppliers with his bid at the time of bidding, for approval. If so requested by the County, sufficient substantiation of commercial acceptability of a new supply of parts for the make of elevator in service in County facilities shall be made by an independent testing laboratory. Such tests shall be authorized by the Commissioner of Public Works and the contractor. All costs for such tests shall be borne by the contractor.

8009 The Commissioner of Public Works or his agent, prior to the award of a contract, and during the term of the contract, shall have the right to inspect the supply of parts maintained by the contractor, and to inquire into the methods to be used by the contractor to obtain parts when they become necessary, to the end that the commissioner of Public Works must be satisfied prior to the execution of the contract and during the term of the contract that the contract will be able to satisfactorily perform the requirements of his contract, without undue delay.

The successful bidder must identify in his bid by name, address, and telephone number, a source in Erie County for immediate stator rewinding of all a/c motors.

It being understood that the contractor shall have available at all times for immediate delivery and installation a sufficient supply of emergency spare parts for the repair of each elevator, the contractor shall have in his inventory at all times at least one of each of the following, for each size and type used, for elevators which have these particular features:

A. Door operator motors and gear reduction units.
B. Transformers and rectifiers for each type and size used.
C. Brake magnets, cores, coils, and related items for the repair of the brake.
D. Generator and motor brush sets for each type and size used.
E. Controller and selector switch contacts and coils for each size and type used.
F. Selector tapes and selector motors.
G. Door interlocks.
H. Car door safety edge (complete).
I. Car door electronic safety device.
J. Car door photo electric safety device.
K. Hangar rollers for both car and hall doors.
L. Limit switches and terminal stopping switches.
M. Roller guides for car and counterweight.
N. Electronic tubes for each type and size used.
O. Car and counterweight guide shoes.
P. Escalator steps, comb plates and hand rail.
Q. Hydraulic elevator pumps, packing, seals, glands, V-belts, and sheaves.
R. Hydraulic elevator valves (complete).
S. Standard pushbuttons, lamps and related signal fixtures.

It is further understood that these parts are included as part of the cost of this contract and are to be provided as required, at no additional cost to the County of Erie, within the limitations as set forth in Section 8013.

8009.5 The following list of equipment is provided as a means to establish the full comprehensive intent of this agreement. Coverage shall include all associated parts, appurtenances and procedures whether specifically defined or not and shall include the necessary hoisting, rigging or other procedures required for execution of the repair, replacement, adjustment and service of equipment covered under this agreement.

(a) Hoisting Machinery Complete:

Geared and gearless units, shafts, bearings, drive sheaves, deflector sheaves, auxiliary sheaves, pulleys, couplings, worms, gears, thrust assemblies, packings, seals, lubrication devices, brake coils, brake shoes, brake drums, brake linkages, brake. contactors; and all associated sleeves, bushings, "0" rings, castings, hardware, guards, mounting apparatus and support structures, wire ropes and related attachments and supporting elements.

(b) Motors, Motor Generators and Power Drives Complete:

Windings, insulations, lamination, coils, commutators, shafts, bearings, leads, cast members, lubrication devices, seals, gaskets, brush riggings, tensioning devices, carbon brushes, connectors, terminals, rotating elements, stators, armatures, field coils, interpoles, isolation mounts, solid mounts, hardware, solid-state components, isolation transformers, sound chokes, wiring and all control apparatus located outside the primary signal or motion control enclosures necessary or a part of these systems for control and operation.

(c) Hydraulic Systems Complete:

Hydraulic pump motor, pump, valves, all above ground hydraulic piping, fittings, and seals, hydraulic cylinder packing gland, hydraulic oil in system, hydraulic piston.

(d) Signal and Motion Speed Control Apparatus Complete:

Controllers, dispatching equipment, selectors, selector drives, valve assemblies, encoders, tapes and cables with related driving equipment, tachometers and associated control input and monitoring devices, relays, solid-state devices, microprocessor equipment, resistors, solenoids, grids, insulators, arc shields, leads, coils, timers, protection devices, circuitry, dashpots, condensers, transducers, mounting apparatus, hardware, cabinets and associated regulators, excitors or electrical and mechanical driving equipment with safety switches.

(e) Door Operating and Safety Apparatus Complete: (Car and Hoistway)

Power operators, top track assemblies, hangers, rollers, stops, guides, bumpers, electromechanical interlocks, safety switches, auxiliary door closing mechanisms, clutch engaging devices, safe-edges, photoelectric eye systems, infrared protection systems, power modules, transformers, control apparatus, mechanical locking systems, wiring and all associated mounting or operating apparatus.

(f) Car Equipment:

Frames, safety plank, crosshead, hitch assemblies, safety mechanisms, safety switches, platforms, guides, wire rope connectors and related apparatus, load weighing devices, operating stations, ventilation equipment, exterior work lighting, rope ladders, top and side exit cover locks and switches, toe guards, electrical equipment, cams, rollers, tensioning devices, sheaves, shafts, bearings and auxiliary component systems mounted on or attached to the elevator car which are not specifically excluded under this agreement.

(g) Hoistway, Secondary and Pit Equipment:

Car and counterweight guide rails, brackets, fishplates, mounting apparatus and hardware. Car and counterweight overspeed governors and related safety apparatus, tension sheave assemblies, guards, wire ropes, switches, wiring and attachment hardware. Wire rope hoisting cables, deflector sheaves, 2:1 sheaves, double-wrap sheaves, shafts, bearings, castings, hardware appurtenances.

Followers, sheaves, cables, switches, and hardware. Buffer assemblies, guides, rollers, extensions, strike plates, mounting apparatus and all related hardware. Electrical wiring, traveling cables, conduits, boxes, terminals, attachment and/or enclosure apparatus, hardware and protection equipment.

Compensation equipment, wire ropes, chains, sheaves, shafts, bearings, weights, cams, switches, castings, attachment and/or mounting hardware with all associated electrical and mechanical apparatus. Counterweight assembly, frames, rods, guides, fillers, support structures, extensions, safety mechanisms, castings and hardware complete.

Hoistway fascias, guards, dust covers, speed limiting devices, limit switches, landing and leveling apparatus, safety switches, door access provisions, tensioning devices, tapes, cables and auxiliary equipment necessary for, operation of other systems covered under this agreement.

(h) Operating and Signal Fixtures Complete:

Car and hall stations, push button devices, visible and audible signals, communication devices inside the cars and wiring in hoistways, car ventilation equipment, emergency lighting apparatus, direction indicators, floor position indicators, monitors and remote control or recording apparatus together with all associated wiring and systems inside cars, hoistways and remote areas of the building. Emergency power elevator interlocking controls, lobby stations, signaling and monitoring apparatus, CRTs, keyboards, key switches, toggle switches, indicators and related components.

(I) Component Exclusions:

The following elevator components are excluded for normal wear and tear repairs or replacements:
Car enclosures (including removable panels, suspended ceilings, lighting fixtures, light diffusers, floor coverings, entrance thresholds, trim and car panel doors). Hoistway enclosures, entrance frames, door panels and sills.

Machine room power disconnect switches together with fuses, power wiring located before the means of primary disconnect, power fuses or circuit breakers located in the primary means of disconnect, elevator machine room general lighting and ventilation, emergency power switching or other apparatus not included in the elevator control panels or related remote operating and signal stations.

Under ground hydraulic piping and buried hydraulic cylinders. Support structures for machine beams or other apparatus normally provided by others and not subject to preventative maintenance procedures by the Elevator Contractor, machine room or other equipment access doors with associated locks and closers.

(j) Subsequent Equipment Modernizations/Alternations/Upgradings:

1) Full comprehensive service and repair coverage shall be included under the terms of this agreement when equipment and/or component systems represented herein are modified or upgraded.

2) Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading agreement with or without this Contractor's permission or direct authorization and involvement before the work is performed.

3) All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the Contractor's inability to maintain these systems in accordance with the contract specifications shall be fully covered under this agreement regardless of application, method or cost assignment for the life of the contract.

4)Modernized or otherwise upgraded systems and parts thereof shall automatically be included under the terms of this full comprehensiveagreement whether such components are specifically identified or not. The maintenance of which will take place after completion of manufacturer's warranty period and modernizing contractor's responsibility period as negotiated in the modernization contract.

8010 The contractor shall be responsible for repairing and/or replacing all electrical wiring, traveling cables and conductors extending to the elevator system from the circuit breakers and main line switches in machine rooms and from outlets in the hoistways. The circuit breakers and main line switches, together with main line fuses for same are excluded.

8010.5 Wire ropes will be renewed as often as necessary to maintain an adequate factor of safety and to equalize tension in all hoist ropes. The American Standard Practice for the inspection of elevators given in the Inspector's Manual A17.2-1985, or it's latest revision (and it's supplements), will be followed in determining when ropes should be replaced for either broken wire strands and/or crown wear. This includes the hoisting cables, the governor cable, and compensating cables.

8011 The contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, properly painted, and presentable at all times. The motor windings shall be treated as needed with proper insulating compound which has been approved by the motor manufacturer. Cleaning and refinishing of the interior of cars, walls and ceilings and exterior of hoistway doors and frames are excluded from this contract. The contractor shall maintain: hoistways, elevator pits, sump pump pits, machine rooms, and assigned elevator contractor work space in a clean orderly condition free of dirt and debris. Pits and machine spaces shall be kept dry at all times.

8011.5 <u>Requirements for all Drawings & Prints</u>

- The contractor shall maintain on the premises, all drawings and prints on each and every elevator.
- Up-to-date wiring diagrams detailing circuits of all electrical protective devices (see ASME A17.1 item 2.26.2) and critical operating circuits (see ASME A17.1 item 2.26.3) shall be available in the machine room. As such, an entire set of prints is not required. The prints shall be legible, and specific for the elevator. The diagram is to use commonly used symbols and labeling to allow the circuits to be easily read. In addition, wiring numbers, relay designations and wiring terminals are to be properly labeled to allow for the tracing of the circuit and to ensure that the circuits are not in violation for the usage of "jumpers". Hand drawn diagrams, if accurate, are permitted. The wiring diagrams must be available to both the elevator maintenance mechanic and the elevator inspector. As such, diagrams no longer will be permitted to be unavailable to the inspector due to being secured in a lock cabinet. If there are security issues, then the prints may be stored in a secured area with signage that directs the inspector to the location. The prints must be available on demand.
- The interiors of controllers and their components shall be cleaned when necessary to the accumulation of foreign matter that can interfere with the operation of the equipment.
- Temporary wiring and insulators or blocks in the armatures or poles of magnetically operated switches, contactors, or relays on equipment in service are prohibited.
- When jumpers are used during maintenance, repair, or testing, all jumpers shall be removed and the equipment tested prior to returning it to service. Jumpers shall not be stored in the machine space, hoistway, or pit.
- Control and operating circuits and devices shall be maintained in compliance with applicable Code requirements.
- These drawings and prints shall be available at all times for Erie County inspection and upon termination of the contract shall become the property of Erie County.

8012 Work in connection with this contract, as described in Article 7 Section 7001-7004 and Article 8 Section 8001 shall be performed during regular working hours for the trade. Twenty-four (24) hour call back service shall be provided seven days per week for all elevators, to locate and make adjustments and to provide uninterrupted elevator service as described in Article 7 Section 7005.

8013 The contractor shall not be required by this agreement, except as herein noted, to make renewals or repairs necessitated by proved negligence or misuse of the equipment by persons other than the contractor, his representative and employees, or by reason of any other proved cause beyond the control of the contractor, except ordinary wear and tear.

The contractor will be responsible for the repair or replacement of damaged hoistway and elevator door closure mating surface parts and door closure protective devices regardless of cause, except, as where caused by malicious acts, riot, or other irresponsible behavior, as determined by the County of Erie engineer. The contractor shall not be required by this agreement to install new attachments recommended by or directed by insurance companies, federal, state or municipal, or other government authorities without additional compensation. It is agreed that the contractor will provide the County with an estimate, upon request, for the installation of new attachments not covered by this contract. Upon approval by the County, the contactor may proceed with such installations with billing to be made separately from this contract.

8014 No charges shall be assessed to the County of Erie for any examination, adjustments, repairs, or replacements that may occur due to normal wear and tear during the life of the contract. At least ninety (90) days prior to the expiration of the contract, a thorough 3rd party inspection at owner's expense, shall be made of all elevator equipment to determine its condition and performance, as to whether it is performing properly and at its highest peak of efficiency. Any defects found, or replacements required, as a result of this inspection shall be corrected by the contractor at his expense prior to the termination of the agreement.

8015 The standards and tolerances, for determining when adjustments and/or repairs or replacement parts shall be required, shall be provided in the American Standard Safety Code of Elevators, Dumbwaiters, Escalators and Moving Walks A17.1-2000 and American Standard Practice for Inspection of Elevators A17.2-2005 and/or their latest revisions. In any case not covered by specific provision in the above or in any case of discrepancy between provisions, the Commissioner of Public Works shall determine what action is required under this contract and the contractor shall comply therewith.

8016 BASIC OPERATING PERFORMANCE STANDARDS FOR INDIVIDUAL PASSENGER ELEVATORS

The Contractor shall monitor and record the operating performance levels of all elevators per the minimum preventative maintenance procedures specified herein.

(a) Door open cycle at two (2) FPM, subject to the manufacturer's design criteria.

(b) Door close cycle at one (1) FPM per code.

(c) Long door dwell - The non-interference door open duration time that car/corridor doors remain open in response to a corridor call shall be set in accordance with ADA standard 4.10.7.

(d) Short door dwell - The non-interference door open duration time that car/corridor doors remain open in response to a car call shall be set in accordance with ADA standard 4.10.8.

(e) Nudging: Reduced door closing speed and force operation initiated in conjunction with an audible signal after an extended door protection device interruption. Set @ 20 to 22 seconds.

(f) Door close pressure - Measured using compression spring gauge after approximately 1/3 to 1/2 total travel distance of clear opening to determine stall pressure @ maximum 30 lbs. per AI 7.1 code.

(g) Leveling accuracy @ sill to sill variance measured at multiple landings under varying load condition in both directions of travel maximum 1/2 inches per ADA standards.

(h) Car speed shall be maintained at ±5% fpm or original design speed.

ARTICLE 9 COUNTY RIGHT OF INSPECTION

9001 There shall be at least annually, joint inspections during the period of this contract carried out by representatives of the County of Erie and the contractor. These inspections shall be at times mutually agreed upon, except that one shall be held approximately ninety (90) days prior to the termination of the contract. The County reserves the right to retain an independent 3rd party inspection service to represent the County for the annual, five year, and contract termination inspections as noted in Section 9005 "Requirements for Inspections & Tests".

9002 The contractor must maintain at all times the standard of efficiency, safety, capacity, and speeds of the elevators as designed and installed by the manufacturer, including acceleration, retardation, contract speed in feet per minute, with or without full load, floor-to-floor time, and door opening and closing time. Original installation contract standards are maintained on file and are available for inspection in the Erie County DPW Elevator Review Department, 45 Oak Street, Buffalo, NY 14203. It is the intent that interrupted elevator service and depreciation shall be kept to an absolute minimum through an adequate maintenance program including complete replacement of worn parts with genuine identical new parts before failure of the worn parts occurs.

9003 The contractor must own and have available, within the County of Erie locale, at all times for immediate use, a complete set of pertinent elevator maintenance and repair tools and instruments. These tools and instruments shall include the following but are not limited to such:

a. Turning tools capable of turning any of the hoisting machine commutators on the job site.
b. Generator turning tools capable of turning the commutator of any of the generator sets without removing rotating elements from the generator.
c. Machine tools capable of turning main motor drive sheave grooves on the machine.
d. Electronic test instruments capable of checking all electrical circuits of the elevator equipment on a prologue registered scope.

9004 The contractor shall supply and maintain on the premises a log of records of arrival and departure times of all contractor employees. The log shall contain columnar line entries for date, employee position classification, employee name, time of arrival, time of departure, and hours worked. Entries shall be maintained current. This log shall be available for periodic review by the Commissioner of Public Works or his designee. This log, upon termination of the contract shall become the property of the County of Erie.

9005 REQUIREMENTS FOR INSPECTIONS & TESTS

Safety Inspections and Tests:

All service and repair work shall be performed in compliance with the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, ANSI A17.1 and it's supplements (or most current edition) and shall be subject to safety inspection by the Department of Public Works or it's representative. "Periodic" inspection of the elevators as required by the ASME A17.2 Code shall be performed by the QEI Inspector contracted by the county. The contractor (Maintenance Company) shall provide the personnel who are familiar with the equipment to perform tests. The contractor shall periodically examine and test all safety devices.

He shall make formal safety tests and inspections annually as required and outlined in the ANSI A17.1 Code. The tests shall be conducted in the presence of a QEI certified inspector designated by the County of Erie. Tests performed annually, and for five (5) year periods will be scheduled to comply with the annual and five year intervals as specified in the ANSI Codes. It will be the responsibility of the contractor to determine when these tests are due and coordinate the tests and inspections with the designated inspection service representing the County of Erie. After completion of the required tests, the contractor will submit to the Division of Buildings & Grounds or appropriate County agency, documentation indicating at least the following information as applicable. The document may be the contractor's standard form:

1. Type of test.
2. Name of organization performing the 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. Load at which safety was tested.
13. Speed at which governor was tripped.
14. Length of marks on each guide rail made by safety jaws.
15. Number of turns remaining on the drum.

16. Did car or counterweight set level?
17. Did the governor set satisfactorily?
18. Was the governor calibrated? At what speed?
19. Was the safety test satisfactory?
20. At what speed and load were the buffers tested?
21. Was the oil level satisfactory after test?
22. Indicate plunger compression return time.
23. Indicate the date test was performed.
24. Signature of individual performing test.
25. Any additional remarks that are applicable.
26. Name and Certification Number of the elevator inspector witnessing the tests.

9006 INSPECTIONS AND TESTS FOR ELECTRIC TRACTION ELEVATORS

The following tests shall, as a minimum be performed by the Contractor at the frequencies indicated. The Contractor shall test and inspect all items.

1) Annual No Load Test and Inspection
All applicable tests and inspections in accordance with ASME Al7.1 Section 1002, periodic inspections and tests of Electric Traction Elevators shall be performed by the Contractor.

Compensation to the Contractor for the annual tests is included in the Maintenance Base Price.

2) Five Year Full Load Inspection and Test - Traction Units:

A **Full Load** safety test of the safety mechanism and the governor will be performed every fifth year. If this test has not been performed within the last five years, it must be performed within the first 30 days of this agreement. In the years that full load tests were not performed, an annual no-load test will be performed on the elevators. On traction units with oil buffers, the test will be performed at the frequency prescribed in the ANSI Code.

All applicable tests and inspections in accordance with ASME Al 7.1 Section 1002.3 shall be performed by the Contractor. Compensation to the Contractor for the five year tests is included in the Maintenance Base Price.

3) Annual Hydraulic Safety Test and Inspection - Hydraulic Elevators:

All applicable tests and inspections in accordance with ASME A17.1 Section 1005, periodic inspections and tests of hydraulic elevators shall be performed by the Contractor.

Due to inherent safety and environmental risks associated with failures of in-ground single bottom hydraulic cylinders, it is required that in the course of regular elevator maintenance and inspection, hydraulic oil levels must be monitored closely and documented. Any loss of hydraulic oil must be reported to the owner for appropriate action and properly documented in an oil usage log.

4) Five Year Inspection and Tests

The five (5) year Inspection and Testing, as require by the ANSI/ASME A17.1, shall be performed by the contractor at a mutually agreeable time as the tests become due, at no time exceeding 60 months between tests. It is the contractor's responsibility to ensure that elevators are Inspected and Tested on a timely basis per the Code, and that all equipment is in proper operating condition before tests are conducted. All elevator testing shall be performed after normal working hours and on weekends at no additional cost to the County of Erie so as not to disrupt elevator service to building occupants. The contractor will coordinate the exact time of testing with the building Chief Engineer and the inspection service representing the County.

5) Prompt Correction of Deficiencies

The contractor shall be responsible for the prompt correction within forty-eight (48) hours of all deficiencies noted during an inspection and/or testing. Any deficiencies that are deemed an "emergency" shall be corrected immediately. Upon completion of the deficiencies, the contractor shall sign and date the inspection report and return it to the building engineer and the main office of the appropriate County agency managing the building. The contractor will then make arrangements for re-inspection with the building Chief Engineer and the inspection service representing the County.

9007 Contract Closeout Examination

a. On a date generally not later than ninety (90) calendar days prior to the expiration of the contract, the contractor will coordinate with the building Chief Engineer, and the inspection service representing the County to conduct a complete and systematic examination of the units covered by this contract. This examination may be included at the time of the annual examination as noted in Section 9001.

b. The Dept. of Public Works, Buildings & Grounds Division or applicable agency's site manager, will prepare an "Existing Deficiency Report" listing all deficiencies noted during the examination, and not later than ten (10) working days following the examination, furnish a copy of the report to the contractor.

c. The contractor will, before the expiration of the contract, correct all deficiencies noted in the "Existing Deficiency Report" that are covered by this contract.

Changes in ANSI/ASME A17.1 A17.2 & A17.3 Code

The contractor shall notify the County contracting officer of any changes in the ANSI/ASME Codes during the term of the contract. These changes shall be incorporated into the contract by contract modification, and an equitable price adjustment made, if appropriate.

9008 The County of Erie reserves the right to make inspections and tests at any time when deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the County of Erie may immediately demand that the contractor place the elevators in condition to meet these requirements. If the contractor fails to comply with such demands, within a reasonable time, the County of Erie may by written notice to the contractor terminate his right to proceed further with the work. In such event, the County of Erie may take over the work and prosecute it to completion by contract or otherwise, and the contractor or their sureties (if any) shall be liable to the County of Erie for any excess cost occasioned.

9009 The County of Erie may terminate the contract if it deems that the contract is not satisfactorily performed in accordance with the standards herein specified. In the event of such termination, the County of Erie may refuse to award future contracts to such contractor.

ARTICLE X PRESENCE of ASBESTOS

10002 The contractor is advised that an inspection of the Central Library and Rath Building indicates the presence of asbestos containing building materials (ACBM). Contractor must obtain a work permit approved by the Asbestos Program Manager which will specify work practices and/or safety measures to be followed. Since it is possible that such asbestos containing material (ACM) may be disturbed, it is recommended that the contractor's personnel receive proper appropriate asbestos training to insure compliance with applicable federal, state and local regulations.

Contractor Bid Sheet

Contractor Bid Sheet

SCHEDULE B – Semi-monthly Inspections, Page 2 of 2

Public Safety Building – Semi-monthly Inspection

South Division & Elm, Buffalo

Elev.#	Type	Manufacturer	Location	Monthly Cost	Annual Cost
1	Pass./ Traction	ThyssenKrupp		155.00	1860.00
2	Pass./ Traction	ThyssenKrupp		155.00	1860.00
3	Pass./ Traction	ThyssenKrupp		155.00	1860.00
4	Pass Svc/Traction	ThyssenKrupp		155.00	1860.00

New County Hall – Weekly Inspection

25 Delaware Ave.

Elev.#	Type	Manufacturer	Location	Monthly Cost	Annual Cost
A5	Pass./ Traction	ThyssenKrupp		225.00	2700.00
A6	Pass./ Traction	ThyssenKrupp		225.00	2700.00
A7	Pass./ Traction	ThyssenKrupp		225.00	2700.00

Old County Hall – Weekly Inspection

92 Franklin St.

Elev.#	Type	Manufacturer	Location	Monthly Cost	Annual Cost
A5	Pass./ Traction	ThyssenKrupp		225.00	2700.00
A6	Pass./ Traction	ThyssenKrupp		225.00	2700.00
A7	Pass./ Hydraulic	Canton		225.00	2700.00

Important

Kindly provide a sample of your Inspection & Test report (section 9005 and 9006). Oil usage log, machine room check charts and any other maintenance record keeping logs you intend to provide for use in connection this contract. Attach to bid.

Revised 10/5/15

County of Erie

DIVISION OF PURCHASE

INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.

2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.

3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.

6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.

10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.

11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.

12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie
DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:
(a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
(b) Descriptive literature of item offered, for evaluation.
(c) List of installations in Erie County of the item offered.
(d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

County of Erie
DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30.THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME DCB Elevator Co. Inc.

ADDRESS OF PRINCIPAL OFFICE STREET PO BOX 426

CITY Lewiston

AREA CODE (716) PHONE 754-1645 STATE NY ZIP 14092

Check one: CORPORATION X PARTNERSHIP ____ INDIVIDUAL ____

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____ _____

_____ _____

_____ _____

_____ _____

EXHIBIT "A"

County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

EXHIBIT "B"

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.

2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.

3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
AMHERST CENTRAL SCHOOL DISTRICT, Business Manager , 4301 Main St., Amherst, NY 14226
AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager,105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue,Tonawanda, NY 14150
TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

EXHIBIT "EP"

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF New York)

COUNTY OF Niagara) SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

Daniel C. Brookway, being duly sworn, states that he or she is the Name of Corporate Officer Vice President, of DCB Elevator Co Inc., Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this 21st

Day of December, 2015

Stephanie Lamarco

STEPHANIE L. LAMARCO
NOTARY PUBLIC, STATE OF NEW YORK
REG. NO 01LA6102915
QUALIFIED IN NIAGARA COUNTY
COMMISSION EXPIRES 12/08/2019

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LoVullo Associates, Inc.
6450 Transit Road
Depew, NY 14043

CONTACT NAME: M&T Insurance Agency Inc
PHONE (A/C, No, Ext): (716) 853-7960 FAX (A/C, No): (855) 595-4605
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MARKEL INSURANCE COMPANY	38970
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DCB Elevator Company Inc
Building Transportation Analysts Inc.
PO Box 426
Lewiston, NY 14092

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER	X		3C41422	09/01/2015	09/01/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

ORIGINAL ON FILE

JAN 29 2016

IN LAW DEPARTMENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as required by written contract.

CERTIFICATE HOLDER

COUNTY OF ERIE
95 FRANKLIN ST
BUFFALO, NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID:942720

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY M&T Insurance Agency Inc	NAMED INSURED DCB Elevator Company Inc Building Transportation Analysts Inc. PO Box 426 Lewiston, NY 14092
POLICY NUMBER 3C41422	
CARRIER Markel Insurance Company — NAIC CODE 38970	EFFECTIVE DATE: 09/01/2015

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25(01/14) FORM TITLE: Certificate of Liability Insurance

This Page Intentionally Left Blank

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
M & T Insurance Agency, Inc.
285 Delaware Avenue, Ste 4000
Buffalo NY 14202

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No): 855-595-4605
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Peerless Insurance Company	24198
INSURER B : Nat'l Union Fire Ins of Pitts	19445
INSURER C : Rochdale Insurance Co.	12491
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DCB Elevator Company, Inc.
P.O. Box 426
Lewiston NY 14092

DCBEL-1

COVERAGES — CERTIFICATE NUMBER: 1103198207 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
A	AUTOMOBILE LIABILITY			BA7010035	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB — X OCCUR			012016630	9/1/2015	9/1/2016	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB — CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWC3347322	11/1/2014	11/1/2015	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Erie is included as an Additional Insured under the Automobile Liability coverage if required by written contract.

ORIGINAL ON FILE
JAN 29 2016
IN LAW DEPARTMENT

CERTIFICATE HOLDER

County of Erie
95 Franklin St
Buffalo NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

STATE OF NEW YORK
WORKER'S COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) DCB Elevator Co Inc P O Box 426 Lewiston, NY 14092 Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** 800-942-0203 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** 64-214542 **1d. Federal Employer Indentification Number of Insured or Social Security Number** 161259718
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Erie 95 Franklin St Buffalo, NY 14202 ORIGINAL DOCUMENT ON FILE JAN 29 2016 IN LAW DEPARTMENT	**3a. Name of Insurance Carrier** Rochdale Insurance Company **3b. Policy Number of entity listed in box "1a":** RWC3394755 **3c. Policy effective period:** 11/1/2015 to 11/1/2016 **3d. The Proprietor, Partners or Executive Officers are:** ☑ included (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certification of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By Henry C Sibley
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By Henry C Sibley 1/11/2016
(Signature) (Date)

Title Underwriting Manager

Telephone Number of authorized representative or licensed agent of insurance carrier CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it

C-105.2 (9-07)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

DCB Elevator Co., Inc.
PO Box 426
Lewiston, NY 14092

1b. Business Telephone Number of Insured
716-754-1645

1c. NYS Unemployment Insurance Employer Registration Number of Insured
64214542

1d. Federal Employer Identification Number of Insured or Social Security Number
16-1259718

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

County of Erie
Department of Law
95 Franklin Street
Buffalo, NY 14202

ORIGINA
JAN 29 2016
IN LAW DEPARTMENT

3a. Name of Insurance Carrier
The Union Labor Life Insurance Company

3b. Policy Number of entity listed in box "1a":
C-4347

3c. Policy effective period:
1/1/16 to **12/31/16**

4. Policy covers:

a. ☐ All of the employer's employees eligible under the New York Disability Benefits Law

b. ☒ Only the following class or classes of the employer's employees:

All active full-time employees of Participating Employers, whose employment is the subject of a Collective Bargaining Agreement by and between the Participating Employers and the International Union of Elevator Constructors.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 01/05/16 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 202-962-8858 Title Manager, Policy Development

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed January 7, 2016 By _____
(Signature of NYS Workers' Compensation Board Employee)

Digitally signed by Linda Rigney
DN: cn=Linda Rigney, o=WCB, ou=PAU, email=linda.rigney@wcb.ny.gov, c=US
Date: 2016.01.07 11:35:51 -05'00'

Telephone Number 518-388-0808 Title Sr. Workers' Compensation Examiner

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (5-06)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

EXHIBIT "PW"

NEW YORK STATE PREVAILING WAGE

*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf.

This project's PRC# 2015011584 .

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.