CONTRACT

THIS AGREEMENT is made the ______ day of ________, 20__, by and between
ELEVATOR MAINTENANCE CORPORATION hereinafter referred as “the Contractor”, and the
TOWNSHIP OF MONTCLAIR, a municipal corporation of the State of New Jersey, hereinafter referred as “the
Township.”

WITNESSETH

For good and valuable consideration, the Contractor and the Township hereby agree as follows:

ARTICLE I. The Contractor hereby acknowledges that he has read the ADVERTISEMENT,
INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, this CONTRACT, AND BOND; that
he has the full knowledge of the manner of performance of the work to be done by him, of the
labor required and of the materials to be furnished and delivered by him; that he fully satisfied
himself of the requirements of the specifications and is thoroughly acquainted with the work
required therein; and that the said ADVERTISEMENT, INSTRUCTIONS TO BIDDERS,
SPECIFICATIONS, PROPOSAL AND BOND, a copy of each which is hereto attached, and
any drawings which he may submit which are approved by the Township Engineer, are made a
part of this contract, the same as if wholly incorporated and set forth herein.

ARTICLE II. The Contractor will provide all materials and labor and perform all the work called for by and
in strict conformity with the INSTRUCTIONS TO BIDDERS and with the
SPECIFICATIONS attached hereto.

ARTICLE III. It is hereby mutually agreed between the parties hereto that the sums
to be paid by the
Township to the Contractor for the labor and materials to be furnished under this contract and
the terms and conditions under which such sums are to be paid are the sums, terms, and
conditions set forth in the Contractor’s proposal duly executed by him and hereto attached.

ARTICLE IV. It is further mutually agreed between the parties hereto that no payment made under this
Contract shall be conclusive evidence of the performance of the contract either wholly or in
part, except the final payment, and that no payment by the Township shall be considered to be
acceptance of any defective work or improper material.

ARTICLE V. It is expressly agreed that the Contractor will comply in all respects with the laws of the State
of New Jersey respecting labor and compensation and with all other statutes, ordinances, rules,
and regulations applicable and having the force of law.

ARTICLE VI. No assignment or transfer of any money or monies due or to become due hereunder or of any
part of such monies will be permitted unless and until the same shall have been approved by
the Township.
ARTICLE VII. The Contractor agrees to indemnify, defend and hold the Township harmless from and against any and all claims and liabilities, including claims, demands, suits, actions, recoveries, judgments, costs, damages, attorney’s fees and expenses of any nature whatsoever, which arise from or result directly or indirectly from the work performed, or the goods and/or materials supplied, by the Contractor under this Contract, including loss or liability which may arise directly or indirectly by reason of the alleged negligent acts or omissions of the Contractor or its agents, employees or subcontractors in connection with or in any manner related to the performance of this Contract.

ARTICLE VIII. Attached hereto and made a part of this Contract are the following Exhibits (as applicable):


Exhibit B- “Mandatory Equal Employment Opportunity Language – Construction Contracts” – applicable to Construction Contracts only.”

ARTICLE IX. Additional Provisions.

□ None
X Noted Below

Contract is awarded as following: Contract is awarded for two (2) years – January 1, 2022, through December 31, 2024, at the unit prices listed in the attached proposal page. Expenditures are not to exceed $90,000.00 per contract year. The township reserves the right to extend the contract for two (2) additional one (1) year contracts.

IN WITNESS WHEREOF, the Contractor and the Township have executed this Contract on the date set forth above.

WITNESS OR ATTEST:

CONTRACTOR

ELEVATOR MOUNT CORP

Name: VINCENT CAMBRINO
Title: 3-2-22

TOWNSHIP OF MONTCLAIR

By: TIMOTHY F. STAFFORD, ESQ.
Township Manager 3/4/22
ACKNOWLEDGMENTS

Acknowledgement if Contractor is a Partnership.

STATE OF New Jersey ) ss:
COUNTY OF Hudson )

On this 3rd day of March, 2022 before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

NOTARY PUBLIC

Acknowledgement if Contractor is a Corporation.

STATE OF New Jersey ) ss:
COUNTY OF Hudson )

BE IT REMEMBERED, that on this 3rd day of March, 2022 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared (Name of Secretary of Company) who being by me duly sworn, doth depose and make proof to my satisfaction that he or she well knows the Corporate Seal of ELEVATOR MONT CORP (Name of Company) the Contractor mentioned in the within agreement; that the seal thereto affixed is the proper Corporate Seal of the said Corporation; that the same was so affixed thereto and the said agreement signed and delivered by (President’s Name) who was at the date and execution there of the PRESIDENT of said Corporation in the presence of the said deponent, as the voluntary act and deed of the said Corporation, and that the said deponent thereupon signed the same as subscribing witness.

Deponent (Secretary of Company)

Sworn and subscribed before me on the day and year aforesaid

NOTARY PUBLIC (Other than Secretary of Company or President)

DANIELLE RODGERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/19/2023
BIDDERS PROPOSAL FORM (Revised 12/17/2021)

Township of Montclair

Bid 21-17

ELEVATOR MAINTENANCE & REPAIR SERVICES PROVIDER

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder. All prices quoted shall include compliance with these laws.

This will be an open-ended contract, defined as a contract for which price bids were solicited on a unit basis because exact quantities needed were not known at the time bids were sought. Open-ended contracts, when advertised and awarded, must include a minimum and a maximum number of units that can be ordered for each item under the contract. Zero is an acceptable minimum. Orders placed under such open-end contracts shall not be considered as change orders.

Contractor should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Contractor shall furnish all of the labor, materials, necessary tools, fees, permits, and equipment including transportation services necessary to perform the whole of the work and submit to all conditions of the specifications, as they apply to the contract resulting from this bid, on the following to wit:

1. Monthly Maintenance Fee for Six (6) Elevators $1,700.00
2. Regular Hourly Rate (Mon – Fri, 8:00 am to 4:30 pm) $176.00
3. Weekend & Holiday Hourly Rate $262.50
4. Emergency Hourly Rate $262.50
5. Annual Safety Testing & Condition assessment of six (6) Elevators (January) $1800.00
6. Percentage Markup for Parts above Dealer’s Cost 12%

We the undersigned propose to furnish and deliver the above item pursuant to the bid specification and made part Hereof:

Chu Hao Lin
President

ELEVATOR MAINTENANCE CORPORATION

180 ELY STREET KEWPSY NJ 07032

Company Address

Telephone #
301-991-7183

Fax #
301-991-0118

Email Address
chuhan10@apm.com

PO Email Address
chuhan10@apm.com

Note: The above individual must be authorized to sign on behalf of company submitting the bid proposal.