

**ESTADO LIBRE ASOCIADO DE PUERTO RICO
MUNICIPIO AUTÓNOMO DE HUMACAO
LEGISLATURA MUNICIPAL
HUMACAO, PUERTO RICO**

CERTIFICACIÓN

Yo, LUIS M. CASTRO DÍAZ, Secretario de la Legislatura Municipal de Humacao, Puerto Rico, por la presente **CERTIFICO**:

Que la que se acompaña es copia fiel y exacta de la **Resolución Núm. 98, Serie 2002-2003**, la cual fue aprobada por la Legislatura Municipal de Humacao, Puerto Rico, en Sesión Extraordinaria celebrada el 26 de junio de 2003.

VOTACIÓN

VOTOS AFIRMATIVOS:

1. Hon. Carmen López Dipiní
2. Hon. Wilfredo Rosa Santory
3. Hon. Miguel Rodríguez Vega
4. Hon. Víctor Velázquez Casillas
5. Hon. Efraín Díaz Robledo
6. Hon. Juana C. González Irizarry
7. Hon. Saúl González Gerena
8. Hon. Sonia L. Vázquez García
9. Hon. María N. Álvarez Márquez
10. Hon. José L. Burgos Millet
11. Hon. Daniel Santiago Rojas
12. Hon. Nydia M. Vega Cintrón
13. Hon. Luis E. (Gardy) Fontáñez
14. Hon. Willie A. Rosario Arroyo

EN CONTRA:

Ninguno.

ABSTENIDOS:

Ninguno.

AUSENTES:

1. Hon. Rose V. Nieves Ruiz *(al momento de la consideración de esta Resolución)*
2. Hon. Pedro J. Cruz Cruz *(al momento de la consideración de esta Resolución)*

Certifico Correcto:


LUIS M. CASTRO DÍAZ

**SECRETARIO
LEGISLATURA MUNICIPAL**

Sello Oficial

ESTADO LIBRE ASOCIADO DE PUERTO RICO
MUNICIPIO AUTÓNOMO DE HUMACAO
LEGISLATURA MUNICIPAL
HUMACAO, PUERTO RICO

Proyecto Núm. 90
Resolución Núm. 98

Serie 2002-03

Presentada por: *Administración*

PARA AUTORIZAR AL DIRECTOR DE FINANZAS A LLEVAR A CABO LOS AJUSTES EN EL PRESUPUESTO VIGENTE PARA PROVEER LOS FONDOS NECESARIOS A FIN DE SALDAR LO ADEUDADO POR CONCEPTO DE SERVICIOS DE MANTENIMIENTO Y REPARACIÓN DE LOS ASCENSORES DE LA CASA ALCALDÍA Y DEL TERMINAL NORTE.

Por Cuanto: Conforme a lo que establece el primer párrafo del Artículo 8.004 de la Ley Núm. 81 del 30 de agosto de 1991, Ley de Municipios Autónomos del Estado Libre Asociado de Puerto Rico, *"las obligaciones y desembolsos de fondos públicos municipales sólo podrán hacerse para obligar o pagar servicios, suministros de materiales y equipo, reclamaciones o cualesquiera otros conceptos autorizados por ley, ordenanza o resolución aprobada al efecto y por los reglamentos adoptados en virtud de las mismas."*

Por Cuanto: Los ascensores del Municipio no están recibiendo servicio alguno de mantenimiento actualmente, debido a una divergencia en cuanto a la interpretación del contrato al efecto entre la compañía *"Professional Elevator Services, Inc."*, que originalmente instaló los mismos, y el Municipio.

Por Cuanto: Dicha compañía prestó servicios de mantenimiento a los ascensores instalados en el edificio de la Casa Alcaldía desde julio de 2002 hasta abril de 2003, a razón de \$735.00 mensuales, y el Municipio le adeuda \$6,615.00. Este dinero

está consignado en la cuenta número 01-02-04-94.64, Mantenimiento de Edificio.

Por Cuanto: La "*Professional Elevator Services, Inc.*" también le ofreció servicios de mantenimiento y reparación a los ascensores instalados en el edificio del Terminal Norte con cargos a fondos federales, a razón de \$595.00 mensuales, desde julio de 2002 hasta marzo de 2003, y le adeuda \$990.00 de servicios prestados durante el año 2001, por lo que el total de la deuda es de \$5,750.00. Esta cantidad está consignada en la cuenta número 70-13-04-94.61, PIN 02-09, Administración de Edificio Terminal Norte.

Por Cuanto: La reparación, el mantenimiento y la inspección de los ascensores requieren acción inmediata por lo que el Alcalde ha impartido instrucciones para que el asunto sea considerado con urgencia.

Por Cuanto: A tenor con lo anterior, el Alcalde ha tomado la firme determinación de proceder al pago de la deuda contraída y ha impartido instrucciones para que el Director de Finanzas proceda a pagar la cantidad adeudada al proveedor previa la autorización de la Legislatura Municipal.

Por Tanto: **Resuélvase por la Legislatura Municipal de Humacao, Puerto Rico:**

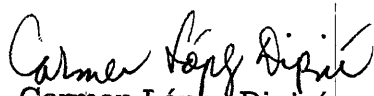
Sección 1: Se autoriza al Director de Finanzas a llevar a cabo los ajustes pertinentes en el presupuesto vigente a propósito de proveer los fondos necesarios a fin de saldar lo adeudado por concepto de servicios de mantenimiento y reparación a los ascensores instalados en el edificio de la Casa Alcaldía consignado en la cuenta número 01-02-04-94.64, Mantenimiento de Edificio, y a los ascensores instalados en el edificio municipal Terminal

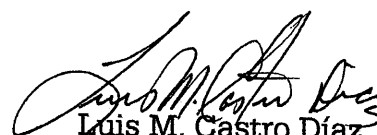
Norte consignado en la cuenta número 70-13-04-94.61, PIN 02-09, Administración de Edificio Terminal Norte.

Sección 2: Esta Resolución comenzará a regir inmediatamente después de su aprobación.


Sección 3: Enviar copia de esta Resolución al Director de Finanzas y a la Oficina de Secretaría Municipal para el conocimiento y la acción correspondiente.

Aprobada por la Legislatura Municipal de Humacao, Puerto Rico, el 26 de junio de 2003.


Carmen López Dipiní
Presidenta


Luis M. Castro Díaz
Secretario

Presentada esta Resolución a mi consideración el 30 de junio de 2003, y firmada por mi el 30 de junio de 2003.


Marcelo Trujillo Panisse
Alcalde

ESTADO LIBRE ASOCIADO DE PUERTO RICO
MUNICIPIO AUTÓNOMO DE HUMACAO
LEGISLATURA MUNICIPAL
HUMACAO, PUERTO RICO

Proyecto Núm. 90
Resolución Núm. 98

Serie 2002-03

Presentada por: *Administración.*

PARA AUTORIZAR AL DIRECTOR DE FINANZAS A LLEVAR A CABO LOS AJUSTES EN EL PRESUPUESTO VIGENTE PARA PROVEER LOS FONDOS NECESARIOS A FIN DE SALDAR LO ADEUDADO POR CONCEPTO DE SERVICIOS DE MANTENIMIENTO Y REPARACIÓN DE LOS ASCENSORES DE LA CASA ALCALDÍA Y DEL TERMINAL NORTE.

ÍNDICE AL APÉNDICE

- 1- Documentos relacionados a la Compañía Professional Elevator Services, Inc .**

Professional Elevator Services, Inc.

PO Box 1909 Guaynabo PR 00970-1909
Carr. 21 Km. 4 Hm. 8, Las Lomas, Rio Piedras PR 00922
Phone (787) 793-8080 Fax (787) 783-0991
www.professionalelevator.com E-mail: services@professionalelevator.com
Beeper 759-1255 Unidad 387-1556

Agreement

FOR COMPLETE ELEVATOR EQUIPMENT PROTECTION

MAINTENANCE SERVICE will be provided for the following described elevator(s): (2) Traction Passenger Elevator Duplex Collective 3500 lbs., 345 "F.P.M. Travel 60'-0, Control AC-VVVF, Machine TYM238, Traction Motor 30HP, 5 stops in line.
At your building: Centro Gobierno Humacao PR

Mailing Address: Municipio Humacao

Apartado 178, Humacao PR 00792

Contact: Hon. Marcelo Trujillo Panisse

Phone: 787 852-2730, 787-449-2026, 787318-0144

Fax: 787 852 81892

We will maintain the entire elevator equipment as hereafter described, on the terms and conditions subsequently set forth. We will use trained men directly employed and supervised by us. They will be quality to keep your equipment properly adjusted and they will use all reasonable are to maintain the elevator in proper operating condition.

We will regularly and systematically examine, adjust, lubricate as required, and, if conditions warrant, repair or replace:

MACHINE, MOTOR, GENERATOR AND CONTROLLER PARTS

Including worms, gears, bearings, brake magnet coils, or brake motors, brake shoes, brushes, windings, commutators, rotating elements contacts, coils, resistance for operating and motors circuits, magnet frames and other mechanical and electrical parts.

WE ALSO AGREE:

To make any adjustment, repair and replacement which it may be advisable to make before the next regular examinations.

To furnish lubricants which are specially prepared and compounded.

To equalize periodically the tension on all hoisting ropes. To repair and /or replace conductor cables.

To keep the guide rails properly lubricated at all times, except where roller guides are used, and when necessary to renew guide shoe gibs, or guide roller when used, to insure smooth and quiet operation.

To make a governor and safety test, at our discretion and expense on each elevator covered under this proposal. We assume no responsibility for the operation of the governor or safety, under the terms of this proposal, until this test has been made. Should the governor or safety not meet safety requirement, it shall be the responsibility of the owner to make the necessary repair and to place said equipment in condition which will be acceptable for coverage under the terms of this agreement. We shall not be liable for damage to equipment resulting from this test.

To examine, lubricate, adjust, and if conditions warrant, repair or replace all accessory equipment with exceptions as stated hereinafter.

The following item of elevator equipment are not included in the agreement: refinishing, repairing or replacement of car enclosure, car doors, hoistway enclosures door panels, frames and sills, car flooring and floor covering, light fixtures and lamps, photoelectric light screen, cabin extractor, emergency light pack, main line power switches, breakers and feeders to controller, underground and/or buried piping and jack casing.

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

SCHEDULE OF PARTS TO BE PRO-RATED

NAME OF PART

NONE

INSTALLED

by: Professional Elevator Services, Inc.

December 12, 2001

The purchaser agrees to report immediately any condition which indicate the need for correction before the next regular examination. You agree to accept our judgment as to the means and methods to be employed for any corrective work under consideration. All work is to be performed during regular working hours of our regular working days unless otherwise specified below.

If overtime work, not included in this contract, is required by the Purchase covering examinations, repairs or emergency callback service, you agree to pay us for the difference between regular and overtime labor at our usual billing rate.

This service will be furnished from July 1, 2002 to June 30, 2003, at the price herein named, and will continue until termination as provided herein. Either party may terminate this agreement either at the end of the first year, or at the end of any subsequent year by giving the other party sixty days (60) days prior written notice.

The price of this service as herein stated shall be Seven hundred thirty five ~~00/100~~ ~~(\$735.00)~~ per month, payable monthly in advance, upon presentation of invoice.

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

Subject to terms and conditions herein, and additional terms and conditions on back hereof, all of which are hereby agreed to:

Your acceptance of this agreement, and its approval by an executive officer of Professional Elevator Services, will constitute exclusively and entirely the agreement for the service herein described. All prior representation or agreements, whether written or verbal, not incorporated herein are superseded, and no changes in or additional to this agreement will be recognized unless made in writing and signed by both parties. This proposal and contract is hereby accepted:

Employer Social Security Number #660-36-9584

ACCEPTED: Municipio de Humacao
Centro de Gobierno de Humacao
PURCHASER Hon. Marcelo Trujillo Panisse

BY [Signature]
Signature of authorized official

TITLE Alcalde DATE 6/27/02

PROFESSIONAL ELEVATOR SERVICES, INC.

SUBMITTED BY [Signature]
Irmaris Delgado

APPROVED BY [Signature]
Rafael Delgado

TITLE President DATE _____

TERMS AND CONDITIONS

The parties hereto recognize that elevators are mechanical and electrical devices and, like any such device, in normal operation and with passage on time, are subject to wear and tear, deterioration and possible malfunction through use, through use, fatigue, corrosion, dust, abuse, etc.

This service is not intended as a guarantee against failure or malfunction at any time. Its purpose is to reduce wear and prolong the useful life of moving parts through proper lubrication; and to call Purchaser's attention to repairs needed, in the opinion of the Company, to correct existing malfunctions or potential malfunctions where such can be determined by visual and ordinary examination methods offered with this type service; and to be on call to make such repairs as the purchaser may order if and when malfunction or failure should occur. No liability for the use, operation, management or control of said elevators is assumed by the Company.

It is expressly understood and agreed, therefore, that in consideration of the Company performing the service herein specified at the price stated, the Purchaser agrees to indemnify, defend and save the Company harmless from and against any and all claims, demands, suits, proceedings, or recoveries made or brought against the Company at any time, and from and against all expenses. Legal or otherwise, which the Company may sustain on account of or in connection with, or arising out of any injury to any persons (except employees of the Company) and/or any loss or damage to property, in any way due to or arising out of the presence, use, operation, repair, maintenance or removal of said elevators or any of them; irrespective of the manner in which such injury, loss or damage was caused. It is further understood and agreed that the Company shall not be held responsible or liable in any way for any loss, damage, detection or delay caused by accidents, labor troubles, strikes, lockouts, fire, flood, act of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control, or in any event, for consequential damages. No work, service or liability on the part of the Company, other than specifically mentioned herein, is included or intended.

Purchaser shall pay as an addition to the contract price, a sum equal to the amount of any taxes which may now or hereafter be exacted from the Purchaser or the Company on account thereof.

The Company reserves the right to discontinue this contract at any time by notification in writing should payment not be made in accordance with the terms of the agreement.

In the event the Purchaser's acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

No agent or employee shall have the authority to waive or modify any of the terms of this contract.

Professional Elevator Service, Inc.

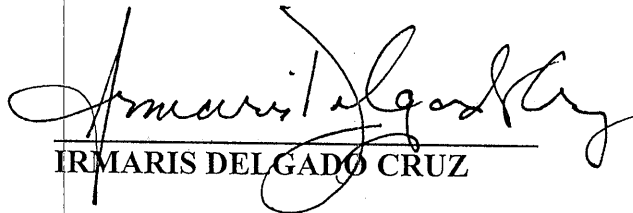
F/C SECRETARIO MUNICIPAL
SR. NARDEM JAIME

DE: PROFESSIONAL ELEVATOR SERVICES, INC.
PO BOX 1909, GUAYNABO, P.R. 00970-1909

YO, IRMARIS DELGADO CRUZ, mayor de edad, soltera, gerente administrativo de la corporación, vecina de Guaynabo, Puerto Rico, en representación de Professional Elevators Service, Inc., seguro social patronal # 66-0369584; bajo el más solemne juramento declaro lo siguiente:

5. Que mi nombre y demás circunstancias personales son las antes mencionadas.
6. Que soy la gerente administrativo de Professional Elevator Service, Inc..
7. Que se el Municipio Autónomo de Humacao, solicitó a nuestra corporación servicios de mantenimiento y reparación de los elevadores del Centro de Gobierno de Humacao, los mismos fueron dados mensualmente desde julio de 2002 hasta marzo de 2003, a razón de \$735.00 mensuales. Que al presente la deuda acumulada por el municipio asciende a la suma de \$6,615.00 y ha pesar de las innumerables gestiones de cobro, dichos servicios no se han pagado aún.
8. Que el Municipio Autónomo de Humacao, con relación a los servicios prestados en el Centro de Gobierno de Humacao, adeuda a Professional Elevator Services, Inc. la suma de **\$6,615.00**, al presente.
5. Que la deuda reclamada en el párrafo anterior es una deuda vencida, líquida y exigible. Que según mi mejor conocimiento el Municipio Autónomo de Humacao, no es menor de edad, ni incapacitado, ni militar activo.
7. Que todo lo antes declarado es la verdad y nada más que la verdad, y para que así conste firmo bajo juramento, la presente declaración jurada.

QUE TODO LO DECLARADO ES LA VERDAD Y NADA MAS QUE LA VERDAD, Y PARA QUE ASI CONSTE, FIRMO LA PRESENTE DECLARACION JURADA. En San Juan, Puerto Rico, hoy 2 de abril de 2003.


IRMARIS DELGADO CRUZ

AFF# 4261

JURADO Y SUSCRITO ante mí, por IRMARIS DELGADO CRUZ, de las circunstancias personales arriba mencionadas, a quien conozco personalmente. En San Juan, Puerto Rico, hoy 2 de abril de 2003.




NOTARIO PUBLICO

PROFESSIONAL ELEVATOR SERVICES, INC.
 PO BOX 1909
 GUAYNABO, PR 00970-1909

Statement

Statement Date:
 Mar 26, 2003

Voice: (787) 708-0700
 Fax: (787) 708-0701

Customer Account ID:
 HGC

Account Of: CENTRO GOBIERNO HUMACAO
 PO BOX 178
 HUMACAO, PR 00792

Amount Enclosed
 \$

Date	Due Date	Reference	Paid	Description	Amount	Balance
7/31/02	8/30/02	204934				
8/31/02	9/30/02	205161			735.00	735.00
9/30/02	10/30/02	205179			735.00	1,470.00
10/31/02	11/30/02	205343			735.00	2,205.00
11/30/02	12/30/02	205502			735.00	2,940.00
12/31/02	1/30/03	205645			735.00	3,675.00
1/31/03	3/2/03	2003-159			735.00	4,410.00
2/28/03	3/30/03	2003-325			735.00	5,145.00
3/26/03	4/25/03	2003-471			735.00	5,880.00
					735.00	6,615.00

*Re-type correct
 January 2003
 3/26/03*

Total 6,615.00

0 - 30	31 - 60	61 - 90	Over 90 days
1,470.00	735.00	735.00	3,675.00

Your account is 90 days overdue! Remit payment immediately!



P.O. BOX 500 • 2001 Township Line Rd. • Hatfield, PA 19440
• (215) 703-0358 • (800) 962-3626 • Fax (215) 703-0345

June 6, 2003

Carla del Decker

Fax No: 787-708-0701
No. of Pages: 1

Re: Cemco Distributor

To Whom It May Concern:

Please accept this letter as confirmation that Professional Elevator Services, P. O. Box 1909, Guaynabo, Puerto Rico, is the exclusive distributor of CemcoLift products in Puerto Rico. Professional Elevator has participated in all the required training necessary to install, and maintain the Cemco product. Professional Elevator has been our sole distributor for many years. Their past record of successful installations give us the confidence that they are capable of installing all of our products and to represent CemcoLift in a professional manner.

Yours truly,
Cemcolift Elevator Systems

Doug Stokes

Doug Stokes
Director, Sales & Marketing

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