



**AGREEMENT FOR SERVICES**

**BY AND BETWEEN THE**

**CITY OF EVERETT, MASSACHUSETTS**

**AND**

**Delta Beckwith Elevator Company**

Project location: City of Everett, MA 02149

Services to be provided: Elevator Maintenance and Repair for the City

Contract Amount: Not To Exceed \$1,800.00 per month

THIS AGREEMENT is made this 12th day of November, 2020, by and between the City of Everett, hereinafter called the "OWNER", and Delta Beckwith Elevator Company with offices at 115 Shawmut Rd, Canton, MA 02021, hereafter CONTRACTOR.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF CONTRACTOR**

The OWNER hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services hereinafter described as elevator repair and maintenance for the city hereinafter called the "PROJECT".

**ARTICLE 2 - SCOPE OF SERVICES**

The terms of Otis Elevator Company's proposal are hereby incorporated as part of this AGREEMENT, unless such terms are inconsistent with or contrary to the terms of this AGREEMENT in which case the terms of this AGREEMENT shall control.

**ARTICLE 3 - RESPONSIBILITIES OF THE OWNER**

The OWNER, without cost to the CONTRACTOR, shall do the following in a timely manner so as not to delay the services of the CONTRACTOR:

3.1 Designate in writing a person to act as the OWNER's representative with respect to work to be performed under this AGREEMENT, such person to have authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.

- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the CONTRACTOR regarding both general and special considerations relating to the PROJECT.
- 3.3 Cooperate with and assist the CONTRACTOR in all additional work that is mutually agreed upon.
- 3.4 Pay the CONTRACTOR for work performed in accordance with the terms specified herein.

#### **ARTICLE 4 - TIME OF PROJECT**

- 4.1 The term of this AGREEMENT shall run from November 1, 2020 through October 31, 2021, with two additional 1 year options, at the city's discretion.
- 4.2 The CONTRACTOR will initiate work under this AGREEMENT in accordance with the OWNER's Notice to Proceed.

#### **ARTICLE 5 - PAYMENTS TO THE CONTRACTOR**

- 5.1 The CONTRACTOR shall be compensated for all services on the project based on a time and expense basis.
- 5.2 The CONTRACTOR shall not be reimbursed for outside services costs such as sub-consultant services, telephone or other out-of-pocket expenses unless specifically authorized in the Scope of Services. The OWNER shall not reimburse the CONTRACTOR for travel expenses under this AGREEMENT, provided, however, that in special circumstances and with prior written approval of the OWNER, the CONTRACTOR will be reimbursed for travel expenses consistent with applicable statutes, rules, and regulations.
- 5.3 For services performed under this AGREEMENT, the OWNER agrees to pay the CONTRACTOR upon the receipt of lawful invoice/billing. Charges will include costs incurred during the billing period based on the amount and value of the work and services performed to date to the total cost ceiling. The cost ceiling for this AGREEMENT is \$1,800 per month. The CONTRACTOR's charges will not exceed such amount except in accordance with the terms of a written amendment and/or Change orders to this AGREEMENT signed by the appropriate parties.
- 5.4 It is agreed that the total cost represents estimated costs for CONTRACTOR's Services outlined in ARTICLE 2 - SCOPE OF SERVICES.
- 5.5 If the OWNER fails to make any payment due the CONTRACTOR for services and expenses within thirty (30) days after receipt of the CONTRACTOR's statement therefore, the CONTRACTOR may, after giving seven (7) days written notice to OWNER, suspend services under this AGREEMENT. Unless payment is received by the CONTRACTOR or the CONTRACTOR receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the CONTRACTOR shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.
- 5.6 All invoices shall be submitted monthly and will be promptly processed by the OWNER if they are in conformity with the contract terms and properly documented; if not they will be returned to the CONTRACTOR.

## ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 *Comprehensive Liability Insurance.* The CONTRACTOR shall secure and maintain, for the duration of this AGREEMENT, including any supplements thereto, the following Comprehensive Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the CONTRACTOR performs, the CONTRACTOR shall carry Comprehensive General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage. The City of Everett shall be named as an additional insured party on the Comprehensive General Liability policy and shall be a certificate holder on all policies such that the City shall be notified no less than ten (10) days prior to the date of cancellation or expiration of such policy(ies).

6.2 *Automobile Liability Insurance.* The CONTRACTOR shall secure and maintain, for the duration of Article 2 of this AGREEMENT, including any supplements thereto, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the CONTRACTOR in connection with this AGREEMENT, in the following amount:

6.2.1 Not less than One Million Dollars (\$1,000,000) combined single limit for all damages arising out of bodily injuries to or death of persons and all damages arising out of injury to or destruction of property in anyone accident or occurrence.

6.2.2 Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in anyone accident or occurrence.

6.3 *Umbrella Liability Insurance.* In addition to the abovementioned coverage, the CONTRACTOR shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT.

6.4 *Professional Services Liability Insurance.* If applicable to the CONTRACTOR'S Trade, the CONTRACTOR shall secure, at his own expense, a Professional Services Liability insurance policy for errors and omissions in the amount of One Million Dollars (\$1,000,000) and maintain same for the duration of this PROJECT. The CONTRACTOR hereby agrees to indemnify and save harmless, the OWNER, its officers, agents and employees, from and against any and all claims arising out of the negligent acts, errors or omissions of the CONTRACTOR.

6.5 *Worker's Compensation Insurance.* The CONTRACTOR shall secure and maintain, for the duration of Article 4 of this AGREEMENT, including any supplements thereto, Worker's Compensation Insurance policy in amounts required by law at no cost to the OWNER.

6.6 *Indemnification.* The CONTRACTOR shall indemnify, hold harmless, and defend the OWNER, its officers, employees, servants and agents from and against all claims, damage, losses and expenses including attorney's fees, arising out of the negligent acts, errors or omissions of the CONTRACTOR, any of CONTRACTOR'S subcontractors or sub-consultants, anyone directly or indirectly employed by any of them or anyone for whose acts the CONTRACTOR may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

## ARTICLE 7 - LITIGATION AND EXTENSION OF SERVICES

7.1 *Litigation and Additional Work.* In the event the CONTRACTOR is to prepare for or appear in any litigation in behalf of the OWNER or is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the

CONTRACTOR as is mutually agreed upon.

7.2 *Changes in Work.* The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONTRACTOR, shall be incorporated into written amendments to this AGREEMENT or by Change Order. No work shall be undertaken until such time as a written amendment and/or Change Order is signed off by all appropriate officials from the City of Everett including, but not limited to the Law Department, Purchasing Agent, Auditor, Mayor, and Department Head overseeing the project.

#### ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, drawings, designs, specifications, notes and other work developed in the performance of this AGREEMENT (hereinafter called "DOCUMENTS ") prepared under this AGREEMENT shall be the property of the OWNER and at the termination of the CONTRACTOR'S services, shall be promptly turned over to the OWNER.

The Owner shall have unlimited rights, for the benefit of the OWNER, in the DOCUMENTS, including the right to use the same to complete or renovate the Project for which they were prepared by the CONTRACTOR without additional cost to the OWNER; and with respect thereto, the CONTRACTOR agrees and hereby grants to the Owner an irrevocable royalty-free license to all such data which may be covered by the CONTRACTOR'S copyright and to all designs as to which the CONTRACTOR may assert any rights or establish any claims under any patent or copyright laws. The CONTRACTOR shall not be responsible for changes made in the DOCUMENTS without the CONTRACTOR'S authorization, nor the OWNER's use of the DOCUMENTS if such use does not involve the services of the CONTRACTOR pursuant to this AGREEMENT.

#### ARTICLE 9 - TERMINATION

9.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

9.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the CONTRACTOR shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct cost then due. If the PROJECT is resumed after being suspended for more than three (3) months, the CONTRACTOR's compensation shall be equitably adjusted.

9.3 By written notice to the CONTRACTOR, the OWNER may terminate this AGREEMENT in whole or in part at any time either for the OWNER's convenience or because of the failure of the CONTRACTOR to fulfill its obligations hereunder. If any such termination shall occur without the fault of the CONTRACTOR, all compensation and reimbursement due to the CONTRACTOR up to the date of termination, in accordance with all terms under this AGREEMENT, including proportionate payment for partially completed work, shall be paid to the CONTRACTOR by the OWNER. Such payment shall not exceed the fair value of the work, as the OWNER shall determine. No amount shall be allowed for anticipated profit on unperformed services.

9.4 If this AGREEMENT is terminated due to the failure of the CONTRACTOR to fulfill its obligations hereunder, the OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the OWNER for any additional cost occasioned to the OWNER thereby. These rights and remedies of the OWNER are in addition to any rights and remedies provided

by law or under this AGREEMENT.

## **ARTICLE 10 - GENERAL PROVISIONS**

*10.1 Precedence:* The terms set out in this AGREEMENT shall control and take precedence over any inconsistent or contradictory provisions contained in any proposal, including the proposal attached hereto as Exhibit A, contract, purchase order, requisition, notice to proceed, or like document regarding the CONTRACTOR's services.

10.2 The CONTRACTOR shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the OWNER.

10.2.1 The CONTRACTOR represents that it has secured, at its own expense, all personnel required for the performance of the services under this AGREEMENT. All personnel engaged in such services shall be fully qualified to perform such services.

10.2.2 Unless expressly authorized in the Scope of Services none of the work or services covered by this AGREEMENT, except services relating to document reproduction and other minor out-of-pocket expenses, shall be subcontracted without the prior written approval of the OWNER.

*10.3 Severability:* If any of the terms hereof shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

*10.4 Release and Discharge:* The acceptance by the CONTRACTOR of the last payment for services paid under the provisions of this AGREEMENT *and/or* in the event of termination of this AGREEMENT, shall in each instance, operate as and be a release to the OWNER and every member and agent thereof, from all claims and liability to the CONTRACTOR for everything done or furnished for or relating to the work, or for any act or neglect of the OWNER or of any person relating to or affecting the work and except that such acceptance shall not release the OWNER from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the OWNER or its employees.

*10.5 Notices, Approvals, Invoice:* Any notice required under this AGREEMENT to be given by the OWNER to the CONTRACTOR, or by the CONTRACTOR to the OWNER shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the OWNER to the CONTRACTOR at the address specified for the CONTRACTOR on Page 1 above, or the CONTRACTOR to Purchasing, City of Everett, 484 Broadway, Everett, MA 02149 with a copy also going to the DPW, 19 Norman St, Everett, MA 02149 .

10.6 This AGREEMENT shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

**APPROVED For the COMPANY**

By: \_\_\_\_\_, Date: 11/12/2020  
DocuSigned by: Louis Petrella  
80343540F9A84BB...

Company's Authorized Principal

**APPROVED For the CITY OF EVERETT**

DocuSigned by: [Signature]  
6EAE1CCA17340E...  
Carlo DeMaria,  
Mayor  
Date: 11/21/2020

DocuSigned by: [Signature]  
FC633EBF661D4FE...  
Colleen Mejia,  
City Solicitor, AS TO FORM ONLY, NO SUBSTANCE  
Date: 11/19/2020

DocuSigned by: [Signature]  
90FC039DAD59413...  
Rob Moreschi,  
Chief Procurement Officer  
Date: 11/19/2020

DocuSigned by: [Signature]  
9ED99B9D9681424...  
George Lane,  
Director, Facilities  
Date: 11/13/2020

DocuSigned by: Eric Demas  
266FD47D5AC5490...  
Eric J Demas,  
Certifying availability of funds  
Auditor  
Date: \_\_\_\_\_  
Account No.: 01-491-2-5260

# DELTA BECKWITH

ELEVATOR COMPANY

**DATE:** 10/29/2020

**TO:**  
**City of Everett**  
 484 Broadway Street  
 Everett, MA

**FROM:**  
**DELTA BECKWITH ELEVATOR C**  
 115 Shawmut Rd  
 Canton, MA 02021

**EQUIPMENT LOCATION:**  
 Everett Town Hall  
 484 Broadway Street  
 Everett, MA

Timothy Patton  
 Phone: (781) 980-0171  
 Fax:

**PROPOSAL NUMBER:** AP7616

## EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
3	GEARED	OTIS ELEVATOR COMPANY	Pope 1-1, Pope 1-2, City Hall 1	AGG444, AGG445, AGG448
2	HYDRAULIC	DOVER	Police Unit, Parlin 1	AGG443, AGG447
1	HYDRAULIC	INDEPENDENT	Old High School	AGG449
1	HYDRAULIC	THYSSEN	Shute 1	AGG446

## OIL & GREASE SERVICE

We propose to furnish service on the elevator(s), or escalator(s) (hereinafter the "equipment" or "units") listed above.

## SERVICE PROVIDED

All work will be performed during our regular working hours of our regular working days, unless otherwise specified in this Agreement. We will regularly and systematically examine the unit(s), including oiling and external cleaning of the machine, motor and controller; governor and tail sheaves, interlocks, etc.; and greasing or oiling of bearings and guides. In addition, we will furnish the following supplies: oils (excluding hydraulic fluid), greases and cleaning materials. All work is to be done during our regular working hours of our regular working days (Monday through Friday 7:00 AM to 3:30 PM, Excluding Holidays). If we provide callback service during the normal working hours at your request, you agree to pay us for our labor and materials at our regular billing rates, including travel time and expenses.

Contract includes the state inspection to be performed during regular working hours and current MA DPS standard permit fee of \$400.00 only per elevator or unit. Additional permits fees, increases, fines or requirements are not included under this contract. Owner will be responsible for all additional permitting fees or fines.

Contract is based on 12 annual visits including the state inspection to the above location.

## OVERTIME CALLBACK SERVICE

Callbacks outside of regular working hours will be billed at standard overtime rates, including travel time and expenses. Callbacks received after 2:00 PM during regular hours may run into overtime and may be billed the cost of the overtime if required.

## YOUR OBLIGATIONS

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It is agreed that we do not assume possession or control of any part of the units, that such remains yours solely as owner, operator, lessee or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation. This responsibility includes, but is not limited to; advising, warning and/or instructing passengers in the proper use of the equipment.

You will insure that the machine rooms are properly ventilated with temperature controlled in the 50 degree F to 90 degree F range or otherwise as required by governmental authority.

You agree to provide us unrestricted, ready and safe access, including off-hours emergency callbacks, to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored material and excessive debris. You agree to provide a safe work place for our personnel and to remove any hazardous materials in accordance with applicable laws and regulations. You agree to restrict access to the equipment to only our authorized personnel. During the term of this Agreement, you agree not to permit others to make alterations, additions, adjustments, repairs, or replacements to the equipment.

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment.

You are responsible to secure our right to use any special service tools, manuals and technical support required to maintain your equipment. These tools must be provided prior to us beginning maintenance on such equipment.

If any of the following conditions occur: an operational problem, an equipment malfunction, a dangerous condition, or there has been an accident, you, shall immediately notify us. In the event of an accident, we shall be notified in writing within 24 hours of the incident. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use of the Unit. This notice requirement is to be strictly construed and any failure to comply with the requirements will serve to hold you liable for any damages or injuries resulting therefrom.

## **TERMS AND CONDITIONS**

You will indemnify and hold us harmless for losses due to personal injury or property damage to the extent caused by your negligent acts or omissions.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer in production by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design; (vii) to provide reconditioned or used parts.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, labor disputes, fire, explosion, theft, floods, water, weather, earthquakes, riot, civil commotion, war, repairs by others, exposure to excessive heat, vandalism, misuse malicious mischief or acts of God. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind. We shall not be liable for removal or disposal of hazardous and waste fluid or materials or for any environmental/ecological reporting, testing, cleaning or rehabilitation dictated by any agency or party for any reason. If such action is required from us by a third party they shall be paid for by you.

While this Agreement is designed to reduce wear and prolong the useful life of such equipment, we make no representation that such equipment will not breakdown or malfunction, and you agree to hold us harmless from any such event or action arising therefrom.

Any purchase order issued by you in connection with this Agreement are deemed to be issued for your administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the services to be provided hereunder, and this Agreement may not be changed, modified, revised or amended unless in writing and signed by you and our authorized representative.



In the event of sale, lease or other transfer of the equipment, or the premises in which they are located, or a change in the paying party, you agree to see that such transferee or alternate paying party is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement term. Should you fail to do this, you will be liable for the full unpaid balance due for the unexpired term of the Agreement. We may at our sole discretion, terminate this Agreement with any such successor at any time upon thirty (30) days written notice. The Agreement monthly price is a unit amount for the entire Agreement period subject to interest and escalation adjustments.

Your failure to pay any sum within sixty (60) days will be deemed a material breach. We may, at our option, declare all sums due or to become due for the unexpired term, immediately due and payable as liquidated damages, but not as a penalty, and until the same are paid, be discharged from further obligations under the Agreement.

It is expressly agreed that the payment of all sums due hereunder, is a condition precedent to the rendering of service. We reserve, at our option, the right to suspend or curtail service until all payments due are made.

This Agreement is based on conditions prevailing under current labor agreements. In the event future labor agreements or changes alter costs or restrict our ability to provide services hereunder, we shall notify you in writing and thereupon, offer modification to the Agreement to remedy the situation. In the event we cannot agree on a revised Agreement, either party shall have the right to terminate this Agreement upon expiration of ninety (90) days from the above notice.

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

## **SAFETY AND ENVIRONMENT**

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### **SAFETY TESTS – HYDRAULIC ELEVATORS**

Code requires an annual no load test and annual pressure relief valve test. These tests are not included in the Contract. You agree to conduct and pass the annual no load and annual pressure relief valve test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to DELTA BECKWITH .

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Delta Beckwith incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.delta-beckwith.com](http://www.delta-beckwith.com). Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Delta Beckwith personnel while Delta Beckwith personnel are working on site at Customer's facility.

### **FIREFIGHTERS' SERVICE TEST**

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

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

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

## **SPECIAL PROVISIONS**

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

## **CONTRACT PRICE AND TERM**

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### **CONTRACT PRICE**

Our price to perform the services as outlined in this agreement is **One thousand eight hundred dollars (\$ 1,800.00 )** per month, to be billed in advance Quarterly .

### **PRICE ADJUSTMENT**

The contract price shall be adjusted annually on the effective date of the contract based on a fixed percentage not to exceed as described below.

### **CAPPED PRICE ADJUSTMENT**

The annual price adjustment shall be capped at **3.00 %** per year. The price of this contract shall, in any contract year, not exceed this percentage of the previous year's contract price.

### **TERM**

The Commencement Date will be **11/01/2020**. The Term of this Contract unless modified under the extended term below, will be for three (3) years beginning on the Commencement Date. The Contract will automatically be renewed on the third anniversary for an additional three (3) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current three (3) year term. Thereafter, the Contract will automatically be renewed on each third anniversary for an additional three (3) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current three (3) year term..

## **PAYMENTS**

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You will be billed in advance for this contract which will require payment within 30 days of the invoice date to avoid suspension of services and other late fees.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

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

If payments are not made in accordance with the terms of this contract, when due, we may elect to cancel this contract at will and shall not be liable for any acts or omissions following any such failure to make payment, whether election is made to cancel the contract or not. Upon receiving payment of arrears we may, at our option continue to render services hereunder, but such continuance shall not constitute a waiver of any of our rights because of such default. Invoices will be deemed acceptable unless we receive from the purchaser specific written objection within 10 days from the invoice date.

In addition to any other remedies we may have, in the event that THE PURCHASER cancels this contract prior to its expiration. THE PURCHASER shall pay as liquidated damages (NOT AS PENALTY) 33% of the monthly agreement price as adjusted per the adjustment clause herein at the time of the premature cancellation, for the number of months remaining between the cancellation date and the agreement termination date.

## **ACCEPTANCE**

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This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your

administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Delta Beckwith. Further, any manual changes to this form will not be effective as to Delta Beckwith, unless initialed in the margin by an authorized representative of Delta Beckwith.

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Timothy Patton  
Title: Account Manager  
E-mail: tim.patton@delta-beckwith.com

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

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

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

Print Name:

Title:

E-mail:

**DELTA BECKWITH ELEVATOR C**

Approved by Authorized Representative

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

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

Print Name: Louis Petrella

Title:

Name of Company:

Principal, Owner or Authorized Representative of Principal or Owner

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



Administrative Offices  
 484 Broadway  
 Everett MA 02149

**PURCHASE ORDER**  
**47956**

**Issue Date**  
**11/18/2020**

**PURCHASE ORDER**

INVOICE IN DUPLICATE TO THE BOOKKEEPING DEPT. AT THE ADDRESS ABOVE

Vendor No.	Requisition No.	Department
4524	50764	DPW FACILITIES MAINTENANCE DIV

**ISSUED TO:**

DELTA BECKWITH ELEVATOR COMPANY  
 115 SHAWMUT ROAD  
 CANTON, MA 02021

**BILL TO:**

CITY OF EVERETT  
 CITY SERVICES - FACILITIES  
 484 BROADWAY- ROOM 24  
 EVERETT, MA 02149

**SHIP TO:**

CITY OF EVERETT  
 CITY SERVICES - FACILITIES  
 484 BROADWAY- ROOM 24  
 EVERETT, MA 02149

FOR MORE INFORMATION CONTACT THE PURCHASING DEPARTMENT

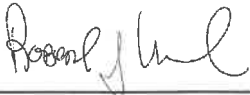
TELEPHONE NO.: 617-394-2290

Item	Quantity	Description	Account Number	Unit Price	Extended Price
1	1	elevator contract	01-491-2-5260	ELEVATOR SERVICE CONTRACT \$21,600.00	\$21,600.00

MASS. SALES TAX EXEMPT  
 PURCHASER CERTIFICATE NO.  
 E046-001-386

**TOTAL OF PURCHASE ORDER \$21,600.00**

THE PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, INVOICES AND CORRESPONDENCE. ALL SHIPMENTS SHALL BE MADE PREPAID.

  
 CHIEF PROCUREMENT OFFICER