



INSPECTION, OIL AND GREASE MAINTENANCE PROPOSAL

Date: June 2, 2022

Name: City of Everett
School Department

Equipment Location: Various

EQUIPMENT TO BE MAINTAINED

State ID #	Capacity (LBS)	Speed (FPM)	Stops	Type	School
93-P-11	2000	80	3	Passenger Elevator	Sumner Whittier
93-P-24	2500	95	3	Passenger Elevator	Parlin Junior High
93-P-205	3500	100	4	Passenger Elevator	Devens School
93-P-183	3500	75	5	Passenger Elevator	Everett High
93-P-184	6000	90	6	Passenger Elevator	Everett High
93-P-162	3500	100	4	Passenger Elevator	Lafayette School
93-P-171	3000	90	4	Passenger Elevator	George Kerverian
93-P-166	3000	90	4	Passenger Elevator	Madeline English

This Agreement entered into between United Elevator Company, Inc. (United, our, we and the like) and Everett Public School (Purchaser, you, your and the like) for the service of the equipment described above. All work will be performed during our regular working hours, (Regular Working Hours, 7:00 a.m. to 3:30 p.m.) on our regular working days, (Regular Working Days, Monday through Friday, excluding weekend days and holidays recognized by the local elevator union) unless otherwise specified in this Agreement. Note there is a new state requirement for each elevator to be pre-inspected before each annual inspection, where a formal checklist will be completed. This work will be billed as performed (1 man/2 hours) and is further explained on page four (4).

INSPECTION, OIL AND GREASE MAINTENANCE SERVICE

Under this Agreement, United will service the equipment on the following terms and conditions and in the following ways:

1. Perform regular, **Monthly**, visits consisting of visual examination of the equipment that is readily visible to our technician while in the hoistway, pit, overhead, machine room, or other elevator related areas.
2. Provide and apply proper lubricants to various components of the equipment as required.
3. Maintaining proper lubrication on guide rails except where roller guides are used.
4. Make minor adjustments of the equipment during regular visits that can be performed during such visits without the need for additional time or material not included in this Agreement.
5. Service calls and any other work not included in this Agreement performed during our Regular Working Hours and Regular Working Days will be billed (See below for rates) for all hours worked and travel time.
6. Overtime emergency calls are not included in this Agreement but are available at an additional cost to Purchaser. If examinations, repairs, or adjustments are requested during off hours (prior to 7:00 am or after 3:30 pm) on a normal working day, then UECO will charge the regular overtime rate. If the examination, repairs, adjustments, or other work are done on a weekend or a holiday recognized by the local elevator union, then UECO will bill at the double-time rate. Please see "Labor Rates for Billable Time" later in this Agreement for the exact rates. Travel time and expenses will also be billed for all emergency calls.
7. Cleaning, adjustments, parts, and repairs, which are not specifically included herein, are excluded. Such additional work, when necessary, and authorized by the Purchaser, shall be performed at our regular billing rates for material and labor including travel time and expenses.

(Unless provided for elsewhere in this Agreement, any periodic safety tests required by applicable laws or codes are not included under this Agreement but will be performed by us upon request from you and will be billed at our regular billing rates. We shall not be responsible for any inspection fees, license fees, certificate fees or witness fees for any testing of equipment which may be required by governmental or other authorities.

Further, Purchaser acknowledges that such test may impose greater stresses on the equipment and building structure than occur under normal operation. Therefore, if any damage to the equipment or building results from such testing, it is agreed by the Purchaser that UECO shall not be liable for the resulting loss or damage. All testing shall be performed during regular working hours. If Purchaser or the authorities require that the test or any part thereof be performed on overtime, there will be a responding increase in our bill in accordance with the billing schedule. Any changes in governmental authority testing requirements may result in more costs to Purchaser.

TERMS AND CONDITIONS

1. UECO will not be responsible for any service, work, or liability other than those specifically enumerated.
2. UECO 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 unrest, 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. UECO shall not be liable for removal or disposal of hazardous and waste fluid or materials or for any other environmental/ecological reporting, testing, cleaning, or rehabilitation dictated by any agency or party for any reason. If such action is required from UECO by a third party. They shall be paid for by Purchaser.
3. Purchaser agrees that the Purchaser retains normal responsibility and liability as owner, lessee, possessor, or custodian of the equipment, including but not limited to advising, warning, or instructing those using the equipment in its proper use, providing a safe workplace for UECO employees and contractors, and prompt notification to UECO of operation problems and/or malfunctions.
4. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** The correction and continued compliance with environmental laws, whether local, national, federal, or other, shall be the responsibility of and duty of the Purchaser. UECO, when it has actual knowledge of an existing condition requiring correction under environmental laws, or when it becomes aware that performance hereunder may require affirmative steps for compliance with environmental laws, shall so inform the Purchaser and be excused from further performance until such time as the Purchaser, at the Purchaser's expense, has remedied the condition or provided conditions wherein continued performance by UECO will not cause or be a violation of any environmental law.
5. Purchaser agrees to hold UECO harmless and indemnified against all claims and demands (including reasonable defense costs) made against it and arising out of or related to its performance under this Agreement, or failure of Purchaser to perform its duties and obligations under this Agreement; except those claims that result from the full negligent conduct of UECO.
6. In the event of nonpayment of any bills on the dates provided herein, all obligations of UECO shall cease, and UECO shall not be responsible to any party in any way for any injury to persons or property resulting from failure to service, repair, replace, respond to emergency calls, and/ or perform any of the acts provided herein. Purchaser agrees that in the event of nonpayment of service prices provided herein, purchaser shall pay for lost profits, cost of collection including reasonable attorney's fees, and interest at a periodic monthly rate of 1.5% (One and a Half Percent) or the maximum percentage allowed by governing law, whichever is lower, on all balances remaining unpaid after the due dates provided herein. If failure to pay any such sum reaches beyond sixty (60) days, Purchaser will be in material breach of this Agreement. UECO may, at its 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 this Agreement. It is expressly agreed that the payment of all sums due hereunder, is a condition precedent to the rendering of service. UECO reserves, at its option, the right to suspend or curtail service until all payments due are made.
7. The provisions of the above six clauses of this section shall survive termination of this contract.
8. Purchaser will ensure that the machine rooms are properly ventilated with temperature controlled in the 50-degrees F to 90-degrees F range or otherwise as required by governmental authority and/or recommended by manufacturer.
9. Purchaser agrees to provide UECO unrestricted, ready and safe access, including off-hours emergency calls, to all areas of the building in which any part of the equipment is located and to keep all machine rooms and pit areas free from water, stored material and excessive debris. Purchaser agrees to provide a safe workplace for UECO's personnel or contractors and to remove any hazardous materials in accordance with applicable laws and

regulations. Purchaser agrees to restrict access to the equipment to only UECO's authorized personnel. During the term of this Agreement, Purchaser agrees not to permit others to make alterations, additions, adjustments, repairs or replacements to the equipment.

10. If any of the following conditions occur: an operation problem, an equipment malfunction, a dangerous condition, or there has been an accident, Purchaser shall immediately notify UECO. In the event of an accident, UECO shall not only be notified immediately by whatever means available but will also be notified in writing within 24 hours of the incident. Until UECO corrects the problem, purchaser agrees to remove the unit from service and take all necessary precautions to prevent accidents 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 the Purchaser liable for any damages or injuries resulting there from.
11. UECO will indemnify and hold Purchaser harmless for losses due to personal injury or property damage to the extent caused by UECO's negligent acts or omissions during the performance of the work, but not to the extent caused by others or any other reason. Purchaser agrees to indemnify UECO under the same terms and conditions.
12. While this Agreement is designed to reduce wear and prolong the useful life of the covered equipment, UECO makes no representations that such equipment will not breakdown or malfunction, and Purchaser agrees to hold UECO harmless from any such event or action arising there from.

PRICE OF MAINTENANCE SERVICE

1. The price of this elevator service shall be **\$960.00** (Nine Hundred and Sixty Dollars) for all units, preventative maintenance service visit, payable on or before the tenth (10th) day of the month for which the invoice is rendered.
2. The service specified shall commence on the signing date of this contract and is to continue to run month to month. Either party, by giving thirty days (30) prior written notice, may terminate this Agreement. Unless terminated as stipulated above, this Agreement shall renew itself for successive terms on the anniversary date of such, on the same terms and conditions as stated herein. The prices are valid for one year from the signing on this contract.
3. Purchaser shall pay, in addition to the price stated, any new or increased permit fees, sales, use taxes on parts supplied, and any taxes imposed after the date of this Agreement.
4. The price is valid for one year. Thereafter, may be adjusted by UECO at any time and for any reason but only after thirty (30) days written notice to the Purchaser. Upon receipt of said notice, Purchaser will have the option of accepting the new price or rejecting it. If the Purchaser decides to reject said price change, a written notice of the rejection must be delivered to UECO within fifteen (15) days of the receipt by Purchaser of the notice of change of price.

STATE TESTING

Massachusetts Annual Safety Test - State Permit Fee: \$400.00 per elevator.

State Testing Required Labor (Licensed mechanic & helper to assist State Inspector) - \$650 per elevator.

Massachusetts Elevator Preinspection – Starting in 2020, each elevator company is required to preinspect every elevator soon before the scheduled annual inspection. A preinspection checklist is required to be completed and maintained in the elevator machine room and will be reviewed during the annual inspection. **UECO** will complete a preinspection for each elevator - this work (a standard rate of 1 man/2 hours) will be billed as performed for each unit. Note the preinspection cannot be performed during regular maintenance visits as it requires more extensive testing of the operational and service functions of the elevator.

ACCEPTANCE OF THIS AGREEMENT

1. In the event the purchaser's acceptance contains provisions which conflict with this Agreement in any way, then the provisions of the Agreement shall govern. Any changes in or additions to this Agreement will not be valid or recognized unless they are submitted in writing and signed by both parties.
2. This Agreement, when accepted by the purchaser and approved by an authorized representative of UECO, shall constitute the Agreement between the parties and all prior representations or agreements not incorporated herein are superseded.
3. All agreements and covenants contained herein are severable, and in the event of 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.
4. This Agreement shall be governed by the laws of (and all actions hereunder shall be brought in) the Commonwealth of Massachusetts

LABOR RATES FOR BILLABLE TIME

\$ 180.00 per hour per man, Regular Time
\$ 306.00 per hour per man, Overtime (1.7x)
\$ 360.00 per hour one man, Double Time (2x)

\$ 360.00 per hour, two-man team, Regular
\$ 720.00 per hour two-man team, Double (2x)

ACCEPTANCE BY PURCHASER

Everett Public School

United Elevator Company,

Approved By:

Approved By:

Signature of Authorized Official

Company Executive
James Walsh

Title: _____

Date: ____/____/____

Date: ____/____/____