



UnitedElevator

ELEVATOR MAINTENANCE PROPOSAL

March 23, 2015

Ms. Dianna DeBlase
Town of Chilmark
Town Hall
0 Beetle Bung Corner
Chilmark, MA 02535

Dear Dianna,

Thank you for this opportunity to submit a competitive proposal for your future wheelchair lift equipment preventative maintenance, repair services, and state safety testing needs. We look forward to expanding our Martha's Vineyard Island customer base in the near future.

TOWN OF CHILMARK – TOWN HALL WHEELCHAIR - LIFT EQUIPMENT

0 Beetle Bung Corner State ID: 62-W-2 Capacity: 750 Speed: 17 FPM Stops:2 Expires: 6/30/15

MASSACHUSETTS STATE TESTING (separate billing)

The Commonwealth of MA - Public Safety - Elevator Division code requires all lift-equipment be state tested periodically. Commercial, institutional, and government elevators, dumbwaiters, and wheelchair lifts must be tested annually. Due to the less frequent use, residential lift-equipment needs only to be state inspected and tested every five (5) years. Code also requires qualified elevator company to periodically inspect and maintain this equipment for public safety.

Massachusetts Safety Test – State Permit Fee: \$400.00 per lift-equipment unit.
United Elevator - Testing Labor (with State Inspector) Mechanic & Helper: \$1000.00* per unit.
(*) Periodic weight capacity testing may require an additional fee

SERVICE PRICING FOR NANTUCKET and MARTHA'S VINEYARD ISLAND CUSTOMERS

As you know, our licensed elevator mechanics must travel via the Steamship Authority or Cape Air to the islands for service /repair calls, preventative maintenance visits, and scheduled state testing appointments. There are fixed-costs associated with the logistics of one trip to & from your island. Veteran islanders understand the labor costs and vehicle transport costs add hundreds of dollars of overhead – before our technician has performed (any) service. Our intentions to expand our client base to Nantucket & Martha's Vineyard is to provide quality lift-equipment services at a fair and competitive price. United Elevator wants our billing rates to be low enough to cover our costs while earning a reasonable and sustainable business profit.

A Certified WBE Company

This proposed Agreement is made between United Elevator Company, Inc.(UECO) and the Chilmark Town Hall (Purchaser) for the service of the equipment described above. All work will be performed during our regular working hours of our regular working days, unless otherwise specified in this Agreement.

INSPECTION, OIL AND GREASE MAINTENANCE SERVICE

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

1. Performing **regular*** scheduled visits with a visual examination of the equipment that is readily visible to the technician while in the hoistway, pit, overhead, machine room, and other elevator related areas.
(* Client determined [frequency of maintenance services](#) – based on the amount of use of their lift-equipment.)
2. Testing all safety devices, buffers, and governors in accordance with State Laws or ordinances (not including yearly certificate testing).
3. Equalizing tension on all cables.
4. Providing and applying proper lubricants for the various components of the equipment.
5. Maintaining proper lubrication on guide rails except where roller guides are used.
6. Prompt response to all service calls will be billed at Straight Time during normal working hours of the elevator trade, 7:00am to 3:30 pm, Monday through Friday, except on holidays recognized by the local elevator union. Examinations, adjustments, repairs or replacements are to be performed during UECO's regular working hours and billed at UECO normal rates.
7. 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 on all emergency calls.
8. Cleaning, adjustments, parts and repairs, which are not specifically included herein, are excluded. Such additional work, when necessary, and authorized by 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 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 work place 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 attorneys 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 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 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 work place 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 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 AND DATE OF THIS AGREEMENT

As noted on the cover page of this document, United Elevator incurs six hundred (\$600) dollars of fixed costs travel time per day to send a licensed elevator mechanic to/from the islands. Thus surcharge is included with your site-visit – plus the on-site labor, parts and materials needed. As our 'route' servicing becomes more populated on the islands – United Elevator plans to reduce this surcharge with the ability to 'split' these travel costs with other local customers. We will be implementing a referral-program for new local customers added to our client base.

1. The price of the service shall be \$180.00 (One Hundred Eighty Dollars) for this wheelchair-lift per preventative maintenance 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.
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 hereunder may be adjusted by UECO at any time and for any reason but only after a thirty (30) days written notice to Purchaser. Upon receipt of said notice, Purchaser will have the option of accepting the new price or rejecting it. If 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.

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*

(*) Plus the applicable surcharge for island transportation logistics

\$ 225.00	per hour per man, Regular Time	\$ 450.00	per hour, two man team, Regular Time
\$ 382.50	per hour per man, Overtime (1x)	\$ 765.00	per hour two man team, Overtime (1x)
\$ 450.00	per hour one man, Double Time (2x)	\$ 900.00	per hour two man team, Double Time (2x)

ACCEPTANCE BY PURCHASER

Town of Chilmark, Town Hall

Approved By:

Signature of Authorized Official

Title: _____

Date: ___/___/___

United Elevator Company, Inc.

Approved By:

Company Executive

Date: ___/___/___

Submitted by: Brad W. Pierce

Telephone: 781-740-2440

Email: brad@unitedelevatorcorp.com



Expert Installations

Our experienced team provides the expertise our customers require.



Maintenance & Repair

Experience personalized attention and service that few larger competitors deliver.



Modernization

Upgrades provide greater reliability, comfort, efficiency, code compliance, and safety.



Accessibility Products

Our experienced team provides the expertise our customers require.

PROFILE

20 years of expert elevator service.

United Elevator was founded by Michael Walsh with over forty (40) years experience as a licensed elevator mechanic in Massachusetts. During his early career Mike had worked for several national and regional elevator companies in the Boston area.

Established as a family owned and operated company based out of Hingham, MA, Mike and his wife Charlene organized United Elevator in the early 1990's to become one of the top regional elevator service companies in this area.

United Elevator is an active member of many trade associations and are committed to the ongoing support of our customer's needs by staying abreast of current industry certifications, inspections, regulations and code compliance.

AFFILIATIONS

The International Union of Elevator Constructors Local No.4 (Eastern New England) and Local 91 (Western New England). All of our technicians are educated by and have all the qualifications and certifications of this union.

CERTIFICATIONS

Massachusetts Supplier Diversity Office as a 'Women-Owned Business Enterprise (WBE)', 2011



United Elevator

United Elevator provides expert service, maintenance, repair, modernization and new installations of elevators and accessibility products—proudly servicing thousands of businesses, institutions, municipalities and residences throughout the New England area.

PRODUCTS

Commercial Elevators

- Passenger
- Freight

Residential Elevators

Accessibility Products

- Vertical Platform Lifts
- Vertical Reciprocating Conveyors
- Dumbwaiters

SERVICES

Elevator Repairs

- 24/7
- Emergency Repairs
- Service for All Brands of Lift Equipment

Elevator Maintenance

Elevator Modernization

Vertical Platform Lifts

Vertical Reciprocating Conveyors

Dumbwaiters

Experience the United Difference

At United Elevator Company, we welcome the challenge of providing our customers reliable, expert elevator service, 20-plus years of knowledge and first-hand elevator industry expertise allows us to provide superior service, better communication, and unmatched value to our customers.

From routine elevator maintenance and service to the planning and installation of high-quality, dependable products, United Elevator's team of skilled professionals provide to quality service and personalized attention ours customers deserve:

- No long-term contractual commitments (30-day notice).
- 20 full-time licensed mechanics on staff.
- Four specialized company divisions: Maintenance Routes, Modernization, Installations, and Residential Handicap Accessibility (wheelchair lifts, LULA and residential units).
- Available computerized client/customer access program including daily updates for maintenance, repair, and state testing certification.
- Choice of three cost-efficient maintenance plans: Full Maintenance (call-backs and parts included); Partial Maintenance (limited call-backs and minor parts); Inspection, Oil and Grease (cost-effective service).
- Accessibility to management 24/7—365 days a year.

United Elevator Company, Inc.
150 Recreation Park Drive | Hingham, MA 02043
p: 781-740-2440 | f: 781-740-9788
www.unitedelevatorcorp.com