

EXAMINATION AND LUBRICATION SERVICE AGREEMENT

Stanley Elevator Company, Inc. ("Stanley") will maintain elevator equipment for **Central Falls City Hall, 580 Broad Street, Central Falls, RI** ("Customer") according to the terms and conditions subsequently set forth. In consideration of the sum of **One Hundred Sixty-Four and 81/100 Dollars (\$164.81)** payable Monthly in advance, Stanley does hereby agree to furnish examination and lubrication service, as specified below.

Stanley Equipment Lubrication (EL) service will be provided for the Customer's elevator(s) at the locations described in **EXHIBIT A – EQUIPMENT AND COVERAGE SUMMARY** found herein.

This examination and lubrication service will be provided from July 1, 2014 at the price stated in this agreement, and will continue until terminated as provided for herein. Either party may terminate this agreement at the end of the first three (3) year period or at the end of any subsequent three (3) year period by giving the other party 60 days prior written notice.

This service shall include the labor necessary for the making of One (1) examination(s) per Month of each elevator. An examination will include a check of elevator operation, minor adjustment and lubrication disclosed as reasonably necessary at the time of the scheduled visit. No other work or service is intended or implied.

No parts or supplies except lubricants, cleaning compound and wiping cloths, are included under this agreement. Hydraulic fluids are specifically not included under this agreement. The cost to remove and to legally dispose of contaminated fluids, including hazardous waste material, will be borne by the owner or owner's designee.

Stanley will periodically examine safety devices and governors of the elevator(s). Stanley will conduct annual certification tests as required. Stanley does not include the cost of performing the annual certification test or three (3) year full load test. However, Customer agrees to pay for this test when due on a time and material basis. Stanley also does not include the annual recertification fees which are invoiced to you directly by the State of Rhode Island.

All tests will be performed during normal working hours of Monday through Friday 8:00am to 4:30pm, exclusive of elevator trade recognized holidays. The Customer agrees to pay for the cost of the initial safety test and for correcting all Elevator Code violations existing on the commencement date of this agreement and for any violations noted during the annual safety tests thereafter. Equipment tests and fees recommended, directed or mandated by insurance or governing authorities beyond those listed are not included in this agreement and will be invoiced separately on a Time & Material basis at current billing rates. For all tests, should the elevator inspector issue a violation(s), a re-test will be required to verify correction of non-compliance issues. For items cited which are not covered under this agreement, the Customer agrees to pay Stanley for all labor, material, and fees at current billing rates for any such work and re-testing.

Initial JD / _____
Customer Stanley

The Customer agrees that when Stanley is employed in the performance of required or authorized inspections and tests, such tests may impose substantially greater strains on the equipment than those experienced during normal operation and, therefore, it is agreed that Stanley shall not be liable for loss or damage to persons or property resulting from or arising out of the performance of these tests.

If the equipment covered herein is equipped with emergency power, firefighters and /or emergency medical service, Stanley is not responsible for any repairs required to these functions during the initial testing conducted. The Customer is responsible for and agrees to coordination and scheduling of other trades, performing and keeping a record of any Code required tests of signaling devices, and for the maintenance and functioning of any related smoke and/or heat detectors. If during the tests performed under this agreement any of these functions are found to be inoperable, you agree to be responsible for all costs associated with repairs required to bring the unit in compliance with the applicable Codes, including any retesting, standby time with other trades and associated fees.

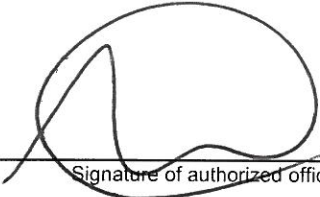
SPECIAL CONDITIONS: None.

ALTERNATES:

Annual Payment

- The prices detailed herein will be discounted 1.5% should you elect to make annual payments in lieu of the payment frequency listed under Coverage and Pricing Summary.
- For Acceptance to Alternate 1 Annual Payment, **Initial here:** _____

It is expressly agreed that this contract shall constitute exclusively and entirely the agreement for the service herein described. All prior representations or agreements, whether written or verbal, not incorporated herein are superseded, and no changes in or additions to this agreement will be recognized unless made in writing and signed by both parties. This proposal and contract is hereby accepted, subject to the terms and conditions on the back hereof, all of which are hereby agreed to and made part hereof.

<p>CUSTOMER: Master Account No: 178 Central Falls City Hall 580 Broad Street Central Falls, RI 02863</p> <p>BY:  Signature of authorized official</p> <p>NAME: <u>JAMES DIOSSA</u> (Print)</p> <p>TITLE: <u>MAYOR</u></p> <p>DATE: <u>7-23-15</u></p>	<p>Stanley Elevator Company, Inc</p> <p>BY: <u>W. R. Herrmann</u> Bill Herrmann bherrmann@stanleyelevator.com</p> <p>DATE: <u>July 1, 2014</u></p> <p>APPROVED BY: _____</p> <p>DATE: _____</p>
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Approved as to form and correctness


City Solicitor

Reviewed per F.S.A.


Leonard Morganis
Administration & Finance Officer

EXHIBIT A – EQUIPMENT AND COVERAGE SUMMARY						
Customer Name Building Location Name Street No. and Name City, State Zip Code	State ID Number	Installation Company or OEM	Type of Unit	Classification of Unit	Capacity	Speed
	Customer Unit No./Name Location Number	Controls Make and Model Coverage Type	Installation Contract Sales Number Year Installed	MFR. Serial Number Year Last Modernized	Stops Openings Front/Rear	Test Date Test Type
	COMMENTS:					
CENTRAL FALLS CITY HALL 580 BROAD STREET CENTRAL FALLS, RI 02863	92445	DOVER	HYDRAULIC	PASSENGER	2500	100
	1 / 580 Broad Street	Dover Solid State	NA	NA	3	5/31/2015
	1	EL M	NA	NA	3 / 0	FS-ST

COVERAGE AND PRICING SUMMARY	
Service Coverage Level	Examination and Lubrication
Frequency of Examinations	One (1) per Month
Payment Amount	\$164.81
Payment Frequency	Monthly
Total Annual Price	\$1,977.72
Contract Effective Date	07/01/2014
Contract Term	36 Month/s

CONTACT AND NOTIFICATION INFORMATION		AGREEMENT EFFECTIVE DATE: July 1, 2014	
Main Customer ID: <u>178</u>	CUSTOMER BILLING:	EQUIPMENT LOCATION:	STANLEY ELEVATOR COMPANY, INC.
MAILING ADDRESS	Central Falls City Hall 580 Broad Street Central Falls, RI 02863	Central Falls City Hall 580 Broad Street Central Falls, RI 02863	Nine Henry Clay Drive Merrimack, NH 03054
SHIPPING ADDRESS	SAME	SAME	Nine Henry Clay Drive Merrimack, NH 03054
CONTACT NAME ONE TITLE	Sonia Grace City Clerk	SAME	Bill Herrmann Account Manager
TELEPHONE NO.	(401) 727-7400	SAME	(603) 689-7107
FAX NO.			(603) 882-8818
CELL PHONE			(603) 365-1421
EMAIL ADDRESS	sgrace@centralfallsri.us	SAME	bherrmann@stanleyelevator.com
CONTACT NAME TWO TITLE			Guy Trammell Service Manager
TELEPHONE NO.			(800) 258-1016 for Service
FAX NO.			(603) 882-8818
CELL PHONE			(603) 365-1414
EMAIL ADDRESS			grammell@stanleyelevator.com
URL ADDRESS	http://www.	http://www.	http://www.stanleyelevator.com
SPECIAL NOTATIONS:			
INFORMATION SUBJECT TO CHANGE WITHOUT NOTICE			
FOR 24 HOUR SERVICE DIAL: 1-800-258-1016			

TERMS AND CONDITIONS

- A. Stanley will perform the tests of safeties and safety devices when required by public authorities, if included within the terms of this agreement but in no event more frequently than once a year.
- B. The contract price shall be adjusted annually on the anniversary date of this agreement, based on percentage of increase or decrease in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be located. For purposes of this agreement, straight time hourly labor cost shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits and union welfare granted in lieu of, or in addition to hourly rate increases. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance and hospitalization insurance. Customer shall pay in addition to the contract price, a sum equal to the amount of any taxes which may now or hereafter be imposed upon the Customer or Stanley on account thereof.
- C. The parties hereto recognize that elevators are mechanical and electrical devices and, like any such devices, in normal operation and with passage of time, are subject to wear and tear, deterioration and possible malfunction through use, fatigue, corrosion, dust, abuse, and other similar causes. 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 the Customer's attention to repairs needed, in the opinion of Stanley, to detect potential malfunctions and repair existing 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 Customer may order. No liability arising out of the use, operation, management, condition or control of the Customer's elevators shall accrue to Stanley as a result of Stanley's performance of this agreement.
- D. It is expressly understood and agreed, that, as part of the consideration for this agreement, the Customer agrees to indemnify, defend and save Stanley Elevator Co., Inc. harmless from and against any and all claims, demands, suits, proceedings, or recoveries made or brought against Stanley at any time on account of or in connection with, or arising out of any injury to any person or persons (except employees of Stanley) and /or 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, and from and against all expenses, legal or otherwise, which Stanley may incur. It is further understood and agreed that Stanley shall not be held responsible or liable in any way for any loss, damage, detention or delay caused by accidents, labor disputes, strikes, lockouts, fire, flood, acts 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 Stanley, other than specifically mentioned herein, is included, assumed, or intended.
- E. Stanley reserves the right to discontinue service under this contract at any time should payments not be made in accordance with the terms of this agreement. In the event the Customer's acceptance is in the form of a purchase order or other kind of document, the provisions, and conditions of this proposal shall govern in the event of conflict. Only an authorized officer of Stanley shall have the authority to modify this contract.
- F. Proprietary Equipment: The customer and Stanley acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. It is impossible for Stanley to anticipate problems or delays in obtaining such parts. It may be necessary or desirable for Customer to order such parts directly from the original equipment manufacturer ("OEM"). Customer agrees, in such event, to purchase parts promptly from the OEM, at any time and from time to time, as specified by Stanley. Customer agrees that the cost of these customer purchased parts and associated delivery costs will be the Customer's responsibility.
- G. If any of the following occur: an operational problem, an equipment malfunction, a dangerous condition, or there has been an accident, the Customer shall immediately notify Stanley. In the event of an accident, Stanley shall be notified in writing within 24 hours of the incident. Until Stanley corrects the problem, the Customer agrees to remove the elevator unit from service and take all necessary precautions to prevent accidents or use of the units. It is also the Customer's responsibility, under State law, to notify the State Licensing Authority in the event of an accident. This notice requirement is to be strictly construed, and the Customer acknowledges and agrees that any failure to comply with the notification requirements or failure to take the elevator out of service in the event of an operational problem, an equipment malfunction, a dangerous condition, or an accident will make the Customer solely liable and the Customer agrees to indemnify Stanley for any damages or injuries resulting there from.
- H. Stanley reserves the right to terminate or modify this agreement and all services and liability hereunder at any time should the Customer refuse or neglect to authorize Stanley to perform any repair or replacement which, in Stanley's professional judgment, is necessary to safe operation of Customer's equipment. Customer further agrees to indemnify, defend and hold Stanley harmless from and against any and all claims, demands, suits, proceedings, or recoveries on account of, arising out of, or caused by personal injury or property damage due in whole or in part to such Customer refusal or neglect.
- I. Recovery: In the event Stanley retains a third party to enforce, construe or defend any of the terms and conditions of this Agreement or to collect monies due hereunder, either with or without litigation, the Customer agrees to pay all collection costs and/or attorney's fees incurred by Stanley Elevator Company, Inc.