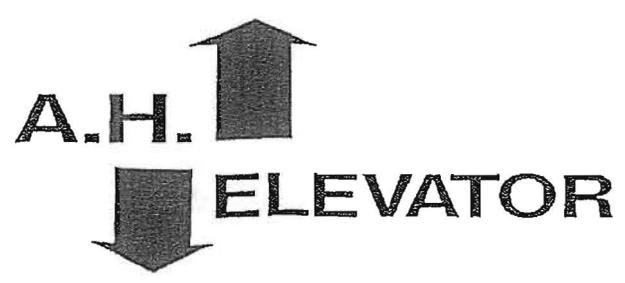


8-I

# Maintenance Agreement





**AGREEMENT FOR FULL MAINTENANCE SERVICE**

TO Tom Green County  
(Purchaser)

BUILDING LOCATION:

113 W. Beauregard Ave.

Courthouse

San Angelo, TX 76903

112 W. Beauregard

A.H. Elevator Company will provide FULL MAINTENANCE SERVICE on the elevator equipment in the above building and described below on the following terms and conditions.

No. Elevators and Type	Manufacturer	Serial No.
One geared passenger	Otis	228854

**EXTENT OF COVERAGE**

We will:

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all elevator parts and devices not specifically excluded by this agreement.

Furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.

Periodically examine and test the hydraulic system and/or governor, safeties and buffers on the equipment, at our expense, as outlined in the American National Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this agreement is submitted. It is expressly understood and agreed that we will not be liable for any damage to the building structure occasioned by these tests.

**COVERAGE EXCLUSIONS**

We assume no responsibility for the following items, which are not included in this agreement:

- Car enclosure (including removable panels, door panels, sills, car gates, hung ceilings, light fixtures, tubes and bulbs, handrails, mirrors, car flooring and floor covering).
- Hoistway enclosure, hoistway gates, door panels, frames and sills.
- Cover plates for signal fixtures and operating stations.
- Intercommunication systems used in conjunction with the equipment.
- Main line power and Emergency power switches, contactors, breakers and feeders to controller.
- Emergency car light and all batteries, including those for emergency lowering.
- Smoke and fire sensors and related control equipment not specifically part of elevator controls.
- Jack unit cylinder, buried piping and buried conduit.
- Wiring diagrams to be furnished by owner.

**PRO-RATED ITEMS**

The items listed below show wear and may have to be replaced in the 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 agreement, an extra at the time the items listed are first replaced by us. Your cost for the replacements will be determined by prorating the total charge 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 agreement, and we agree to pay for that portion used since the date of this agreement.

**SCHEDULE OF PARTS TO BE PRORATED**

NAME OF PART	SCHEDULE OF PARTS TO BE PRORATED	DATE INSTALLED
Hoist ropes		

**HOURS OF SERVICE**

We will perform all work hereunder during regular working hours of our regular working days, unless otherwise specified below. We include emergency minor adjustment callback service during regular working hours of our regular working days.

Should we be requested by you to perform work outside of our regular working hours, you agree to pay us for the difference between regular and overtime labor at our regular billing rates.

**PURCHASER'S RESPONSIBILITIES**

- Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
- Your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
- You will provide us unrestricted access to the equipment, and a safe workplace for our employees.
- You will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage.

## CONDITIONS OF SERVICE

The parties hereto recognize that with the passage of time, equipment technology and designs will change. We shall not be required to install new attachments, replacements, or improve the equipment or operation from those conditions existing as of the effective date of this agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and use and are disclosed to be reasonably necessary by our examination. You agree to accept our judgement as to the means and methods to be used for any corrective work. We shall not be required to make adjustments, repairs or replacements necessitated by any other cause including but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs, or replacements are required due to such causes, you agree to pay us as an extra to this agreement for such work at our regular billing rates.

We shall not be required to make any tests other than those specified in the EXTENT OF COVERAGE, nor to install new attachments or devices whether or not recommended or directed by insurance companies or by federal, state, municipal or other authorities, to make changes or modifications in design, or make any replacements with parts of a different design or to perform any other work not specifically covered in this agreement.

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to negligent acts of A.H. Elevator Company or its employees, and that your own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement.

You agree not to permit others to make alterations, additions, adjustments, repairs or to replace any component or part of the equipment during the term of this agreement.

A. H. Elevator Company reserves the right to discontinue this Maintenance Agreement at any time, without notice, in the event timely payments are not made.

## PRICE

The price for the service as stated herein shall be:

FOUR HUNDRED FORTY-FIVE AND NO/100 (\$445.00) DOLLARS per month, payable monthly in advance upon presentation of invoice. You shall pay as an addition to the price, the amount of any sales, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this agreement.

This price shall be adjusted annually and such adjusted price shall become effective as of each anniversary date of the agreement, based on the percentage of change in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be examined. For purposes of this agreement, "straight time hourly labor cost" shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits which include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance

TERM

This agreement is effective as of August 1, 2014, and will continue thereafter until terminated as provided herein. Either party may terminate this agreement at the end of the first three years or at the end of any subsequent three-year period by giving the other party at least ninety (90) days written notice.

SPECIAL CONDITIONS : The Firefighters' Service operation of this elevator does not comply with the safety code in every respect. Repairs or upgrades to correct this condition shall be extra to this proposal at our regular billing rates for labor and material.

This contract is contingent upon the continued availability of funding. If funds are unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply.

ADDITIONAL PROVISIONS

This instrument contains the entire agreement between the parties hereto and is submitted for acceptance within 30 days from the date executed by us, after which time it is subject to change. No changes in or additions to this agreement will be recognized unless made in writing and signed by both parties.

We reserve the right to terminate this agreement at any time by notice in writing should payments not be made in accordance with the terms herein.

Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.

ACCEPTED: \_\_\_\_\_  
BY: [Signature]  
TITLE: Purchasing Agent  
DATE: 7/14/14

A. H. ELEVATOR COMPANY  
7790 E. Co. Road 123  
Colorado City, Texas 79512  
Austin Helm  
BY: [Signature]  
DATE: July 11, 2013

BILLING ADDRESS:  
TOM GREEN CO. FACILITIES MAINTENANCE  
COURTHOUSE  
138 WEST HARRIS AVE.  
SAN ANGELO, TX 76903