



## COMPREHENSIVE MAINTENANCE AGREEMENT FOR ELEVATORS

We will maintain the elevator equipment herein described, using elevator maintenance personnel under our supervision. We will take all reasonable care to see that the elevator equipment is maintained in proper working order.

We will regularly and systematically examine, maintain, adjust, lubricate as required, and if conditions warrant, unless specifically excluded in another part of this agreement, repair or replace all elevator components. We also agree to examine periodically all safety devices including governors and conduct our customary annual no-load test in accordance with the edition of the code as accepted by the State of Texas. Re-lamping of signal fixtures is included only during our regular service examinations. We will provide at a minimum 2 1/2 hours of preventative maintenance on the equipment noted each month. We will provide all the necessary code documents for maintaining elevators and chair lifts. We will provide all the code required monthly testing of the elevators. All maintenance logs, call back logs, oil use logs, fire service logs will be kept in the equipment room of that piece of equipment along with the Maintenance Control Program.

### **PARTS AND MATERIALS**

We shall furnish all labor, tools, equipment, and materials to fulfill the obligations of this contract. We shall perform all work in a superior workmanlike manner and products shall be delivered in the condition requested, to the satisfaction of the Tom Green County Commissioners Court or designated representatives.

Unless otherwise approved by Tom Green County, all items shall be new, in first class condition, including containers suitable for shipment and storage. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to County's approval. Unsatisfactory material will be returned at Seller's expense.

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

The replacement, repairing or refinishing of car enclosures or any component thereof, gates and/or door panels, door pull straps, hoist way gates, finished flooring, power feeders, switches and their wiring and fusing, car cylinder, underground piping, disposal of, or cleanup of waste oil or soil contamination caused by leaks in the hydraulic cylinder or underground piping and light tubes or bulbs.



Parts for work outside the maintenance agreement will be marked up 25% and labor as follows:

- Mechanic Straight Time           \$185.00/hour
- Mechanic 1.7 Overtime           \$314.50/hour
- Mechanic Double Time           \$370.00/hour
- Crew Straight Time               \$314.50/hour
- Crew Double Time                 \$629.00/hour

Additional items not covered:

NONE

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This agreement covers all work performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein. Included in this agreement are:

- regular time call back services
  - overtime minor adjustment call back services
  - other:
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### Annual Safety Testing

Our agreement includes performance of annual safety tests as specified in A.S.M.E. A-17.1. State qualified elevator inspector fees are not included. Test to be performed during regular time only. Any test or portion of test performed on overtime will be charged at our regular hourly overtime billing rate. Purchaser understands that the tests impose upon the equipment greater strain than that arriving from normal operation and use and agrees that we are not liable for any damage to the elevator or building structure occasioned by these tests. Therefore, it is agreed that in making such tests, Advance Elevator, Inc., will not be liable for loss, damage, injury or destruction of personal or property, except those of Advance Elevator, Inc., because of the action or failure of any device. If repairs are necessary before or after such



tests, to meet code or performance requirements, such work shall be considered as an extra to the agreement and payable as a separate order.

At any time, if you should require examinations, repairs or minor adjustment call back services (unless included above) to be made on overtime, we will absorb the regular time portion of each overtime hour worked. A charge will apply only for the difference between or regular hourly billing rate and our regular overtime billing rate for each overtime hour worked. All work outside the scope of this 'agreement is to be performed by Advance Elevator, Inc., at an agreed upon rate.

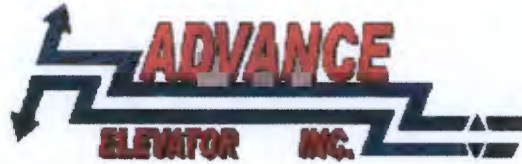
### **Cost for Replacing Worn Components**

The items listed below show, in our opinion, considerable wear, and which will require replacement soon. We are accepting them in their present condition in order to provide you with the maximum service from these items, with the understanding that, in addition to the base price stated in this agreement, you agree to pay us on additional amount at the time the listed items are first replaced. The additional charge for this replacement will be determined by pro-rating the total cost of replacing the individual items. You agree to pay for that portion 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. We are not responsible for replacing obsolete parts.

Part Name	Date of Original Installation
_____	NONE _____
_____	NONE _____

### **INSURANCE**

We shall provide Worker's Compensation coverage. The contractor shall provide Comprehensive General (Public) Liability Insurance of \$1,000,000 (combined single limit for bodily injury and property damage) to include (but not limited to) premises/operation, independent contractors, personal injury, products/completed operations and contractual liability. Comprehensive Automobile Liability insurance for owned/leased vehicles, non-owned vehicles or hired cars shall be provided in the minimum amount of \$1,000,000 (combined single limit for bodily injury and property damage.) We shall provide the County with certificates of insurance evidencing the required insurances within 10 calendar days of the Notice of Award. We further agree that with respect to the above required insurances, the County shall be named as an additional insured as its interest may appear; be provided with a waiver of subrogation; and be provided with thirty (30) days advance notice in writing, of cancellation or material change.



## Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Tom Green County, Texas.

## 1. INDEMNIFICATION

By entering into this contract, the successful we agree to defend, indemnify and hold harmless Tom Green County and all its officers, agents, and employees from all suits, causes of actions, or other claims of any character, name and description brought for or on account of any injuries of damages received or sustained by any person, persons, or property on account of any breach, negligent act or fault of the successful offeror, or of any agent, employee, subcontractor, invitee or supplier in the execution of, or performance under, any contract which may result from the acceptance of the vendor's quote proposal. Successful offeror shall pay judgments with costs, including attorney fees, expenses and costs of court, which may be obtained, against Tom Green County growing out of such injury or damages.

## **Acknowledgments and Acceptance of Liability**

It is agreed that we do not assume possession or control of any part of the equipment, but that such remains yours exclusively as the owner, or lessee, thereof. 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 governments, strikes, lockouts, fire explosion, theft, floods, earthquakes, riots, civil commotion, war, malicious mischief, or acts of God. Under no circumstances shall Advance Elevator, Inc. be liable for any consequential damages.

Nothing in this agreement shall be construed to mean that Advance Elevator, Inc., assumes any liability for damages or otherwise on account of accidents to persons or property, including but not limited to accidents arising or resulting from the overloading and/or miss-loading of any elevator or other device covered by this agreement, beyond its rated capacity. You shall be solely responsible for supervising the use of the equipment and you shall provide whatever attendant personnel, warning signs and other controls and cautions that may be required or desirable to ensure safe operation. You shall at all times be solely liable for the operation of the equipment.

## **Limitations**

We shall not be required to make other safety tests or install new attachments on the elevators whether or not recommended or directed by insurance companies, or by governmental or non-governmental authorities or codes. Advance Elevator, Inc., will not make any replacements with parts of a different design unless agreed to by all



parties in writing. It is agreed that we are not required to make renewals or repairs necessitated by negligence or misuse of the equipment or by reason of any other cause beyond our control

Advance Elevator, Inc., will not be required to make renewals or repairs necessitated by fluctuations in the Building air conditioner power systems, extreme variations in the machine room temperature or tampering with the elevator equipment by unauthorized personnel.

**Equipment Identification:** TXE 22250 TXE 22251

### **SECURITY CLEARANCE**

Advance Elevator Inc. will obtain security clearances from Facilities Maintenance Department on each of their employees before the employee may begin work at the Keyes Building. The proposer must submit all information required by Facilities Maintenance Department for the Security clearances, i.e., name, race, sex, date of birth and driver's license or identification number. All the proposer's employees must comply with the Facilities Maintenance Department written policies and procedures relating to facility security.

### **CONTRACT TERM**

Contract will be effective April 4,2019 through September 30,2020 with four additional optional one year renewal periods under the same terms and conditions. Either party may terminate the agreement at the end of the first year or at the end of any subsequent renewal period by giving the other party written notice of its intentions at least ninety (90) days prior to the end of the then-current term.

### **2. SALES TAX**

Tom Green County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the quoted prices shall not include such taxes.

### **3. INVOICES AND POINT OF CONTACT AFTER RFB IS AWARDED**

Invoices shall be mailed directly to:Facilities Maintenance

Tom Green County Facilities Maintenance  
138 W. Harris  
San Angelo, Texas 76903

The invoices shall show:

- Name and address of successful offeror;



- Detailed breakdown of all charges for the labor or materials provided stating any applicable times and periods of time billed

#### **4. PAYMENT**

Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

#### **FUNDING**

Funds for payment have been provided through the Tom Green County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Tom Green County fiscal year shall be subject to budget approval.

In the event funds do not become available, the contract may be terminated or the scope amended. There shall be neither penalty nor any additional charges incurred by the County. The vendor, in accepting the contract, agrees that the County shall not be liable for damages in the event that the contract is terminated due to a lack of funding.

#### **DISCRIMINATION**

During the performance of this contract Advance Elevator Inc. agrees as follows:

a. Advance elevator Inc. will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The successful vendor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. Advance Elevator Inc. will, in all solicitations or advertisements for employees placed by or on behalf of the successful vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.



c. Advance Elevator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the successful bidder's commitments under this section.

### **Payment Terms and Conditions**

Advance Elevator, Inc., in consideration of \$425.00 (Four Hundred Twenty Five Dollars and no/00), plus any applicable sales tax, by you monthly, hereby agrees to furnish services herein described on the above equipment located at:

**Tom Green County Keyes Building  
113 West Beauregard  
San Angelo, TX 76903**

At the termination of each one-year period from the date of acceptance of this agreement, the price may be increased a maximum of five percent (5%).

In addition to the price, you shall pay any tax imposed upon you by any existing or future law and the amount of tax imposed upon us, our suppliers or you under any statute, court decision, rule or regulation becoming effective after the date of this agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof of the services rendered hereunder. A delinquent payment charge calculated at the rate of 1 ½ % per month, or if such rate is usurious, then at the maximum legal rate, shall be applied to delinquent payments. In the event of default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court cost in connection therewith.

### **Termination of Agreement**

Either party may terminate this agreement as of any anniversary date thereof, by giving the other party 90 days written notice prior to the anniversary date of the agreement of their intention to terminate. In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, customer agrees to see that such purchaser is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement. Advance Elevator, Inc. may at its sole discretion, terminate the

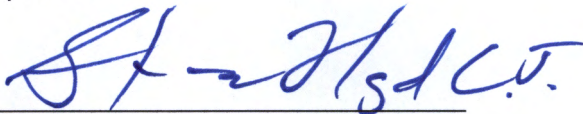


above agreement with any such successor at any time upon 30 days advance notice in writing.

**Advance Elevator, Inc.'s goal is to provide 100% customer satisfaction. This means that if we cannot meet your high standards of excellence, you should notify us in writing, to clearly explain your concerns. Then, after such notice, if we cannot correct or improve the stated concerns to your absolute satisfaction within 30 days, we will allow you to cancel this agreement, regardless of the length of time left in the agreement. This is our pledge to you, the customer.**


The foregoing agreement is hereby signed and accepted.

Approved:



Date

4-2-19



Russell Granzow President  
Advance Elevator, Inc

Date

3/25/19





## **ADVANCE ELEVATOR, INC. TERMS AND CONDITIONS**

If there are any differences between the agreement and the RFQ the RFQ will govern.

You agree to pay, as an addition to the price herein quoted the amount of any tax based upon the transfer, use, ownership or possession of the equipment, imposed by any law enacted after the date of this proposal or imposed upon you by any existing law.

Monthly progress billings will be made by ADVANCE ELEVATOR, INC. to cover the materials shipped and labor expended during the month. Payments shall become due and payable within 30 days after receipt of such progress billings by the customer.

We reserve the right to discontinue our work at any time until progress payments have been made as agreed.

The completion of work or delivery of material specified in this agreement is subject to delays caused directly or indirectly by embargoes, strikes, lockout, common carriers, and accidents or by any other similar or dissimilar cause beyond our control for which we are to be held harmless.

Should conditions develop beyond our control, making the building or premises in which our employees are working, dangerous we reserve the right to discontinue our work until such dangerous conditions are corrected.

Should damage occur to our material or work on the premises, where our work is to be or is being performed by fire, theft, or otherwise, the purchaser is to compensate us therefor.

ADVANCE ELEVATOR, INC. nor its subsidiaries or divisions shall not be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from overloading above the rated capacity of the equipment herein named or any other device covered by this contract.

Unless otherwise agreed it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at our usual rates for such work, shall be added to the contract price herein named.

The machinery, implements and apparatus furnished hereunder remain our personal property and we retain title thereto until final payment is made, with right to retake possession of the same at the cost of the purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The statues requirement notice prior to filing a lien, this notice requirement is hereby complied with.