

RELIABLE ♦ RESPONSIVE ♦ RESPECTED

Preventative Hydraulic Elevator Maintenance Agreement

To: Nassau County
Board of County Commissioners
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097

Date: August 1, 2008

For: Historic Courthouse
416 Centre Street
Fernandina Beach, Florida

We propose to furnish Coastal Elevator Maintenance Service on the following described Hydraulic Elevator in your building located at: Historic Courthouse, 416 Centre Street, Fernandina Beach, Florida.

One (1) Schindler 330 Hydraulic Passenger Elevator 2,500 lbs Capacity

Extent of Coverage

Under the terms and conditions of this agreement subsequently set forth we will maintain the entire hydraulic elevator equipment as herein described, using skilled elevator personnel directly employed and supervised by us.

We will systematically and regularly examine, adjust, lubricate as required, and if conditions warrant, repair or replace the following:
Hydraulic Pump Unit
Elevator Motor
Controller Parts
Leveling Unit
All Automatic and Manual Valves
Bearings
Rotating Elements
Packing Glands
Lifting Piston
Contacts
Resistance for Motor and Operating Circuits

We also agree to:
Maintain proper quantity and quality of hydraulic oil.
Repair or renew conductor cables when necessary.
Renew guide shoe gibs or rollers as necessary to insure smooth and quiet operation.
Lubricate all guide rails properly except when roller guides are used.
Furnish special lubricants compounded to our specifications.
Maintain all accessory equipment except such items as are hereinafter excluded.

Responsibility for Repairs or Renewals

We shall not be required to make repairs or renewals necessitated because of negligence or misuse of the machinery, equipment or car or due to any other cause beyond our control except ordinary wear.

We shall not be required to make safety test or to install new attachments or devices on the equipment as directed or recommended by insurance companies or by governmental authorities unless listed under special conditions.

The following items of equipment are not included in this agreement: refinishing, replacing, or repairing of elevator car enclosures, car door panels, hoistway enclosures, hydraulic cylinder and all underground piping, hoistway door panels, frame and sills.

Special Conditions

We will perform safety tests as indicated for the equipment covered by this Agreement:

- For hydraulic elevators covered by this agreement, we will perform an annual pressure relief valve test as required by A.S.M. A-17.1 Code or local Code as of the initial start date of this agreement.
- Our testing responsibilities do not include: fees or charges imposed by local authorities in conjunction with inspecting, licensing or testing the equipment; monthly local code testing requirements for firefighters' service which remain your responsibility to perform and keep records of such tests.
- These tests will be performed in accordance with local code requirements in effect at the time of this agreement. Since these tests expose the equipment to strains well in excess of those experienced during normal operation, Coastal Elevator will not be responsible for any damage to the equipment of property, or injury or death to persons, resulting from, or arising out of the performance of these tests.

Hours of Work

All work is to be performed during regular working hours of the regular working day of the elevator trade.

We will promptly dispatch a service technician upon your notification to us of trouble and request for such service. We will offer 24 hour a day emergency callback service at no additional charge. Emergency Callback service is to correct a malfunction or provide minor adjusting that does not exceed two hours in length and can be completed by one technician.

If the scope of work exceeds the emergency call back service criteria, you may elect to authorize overtime charges to continue the work and we will proceed on overtime basis subject to normal overtime bonus portion only billing rates.

If you request overtime work, not otherwise included in this agreement, you are to pay us at our overtime billing rates.

Liability

It is expressly understood, consideration of our performance of the service enumerated to the price stated, that nothing in this agreement shall be construed to mean that Coastal Elevator Service assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts or omissions of Coastal Elevator Service or its employees; and that your own responsibility for accidents to persons or property while riding on or being in or about the elevators referred to is in no way affected by this agreement. Coastal Elevator Service shall not be held responsible or liable for any loss, damage, detention or delay caused by strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riots, civil commotion, malicious mischief, Act of

God, or by any cause beyond its reasonable control, whether or not the same herein specified, and in any event it shall not be liable for consequential damages. No work, service or liability on the part of Coastal Elevator Service other than that specifically mentioned herein is included or intended.

Insurance Coverage

Coastal Elevator Service is insured at all locations where it undertakes business operations for the types of insurance and limits of liability as follows:

- A. Workmen's Compensation and Employer's Liability-Equal to or in excess of limits of Workmen's Compensation laws in all states and District of Columbia.
- B. Comprehensive Liability-Up to Two Million Dollars (\$2,000,000) single limit per occurrence including:
 1. Bodily Injury Liability-All sums which the Company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting there from, sustained by any person other than its employees and causes by occurrence.
 2. Property Damage Liability- All sums which the Company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence.

Automobile Liability-

3. Bodily Injury Liability- All sums which the Company shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting there from sustained by any person other than its employees, caused by occurrence and arising out of the ownership, maintenance or use of any automobile.
4. Property Damage Liability- All sums which the Company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence and arising out of the ownership maintenance or use of any automobile.

The cost of the above, our standard insurance coverage, is included in this quotation or agreement.

Terms

This agreement will be effective on August 18, 2008 and continuing through August 17, 2010 with the option by the County to renew for three (3) additional one (1) year periods, subject to mutual agreement of both parties. Ninety (90) days prior to the end of the contract term or extended period, Coastal Elevator may request in writing for an increase in an individual item unit cost. It is also expected that de-escalation prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the county.

Price

In consideration of the Services provided hereunder, you agree to pay us the sum of \$148.00 per month, exclusive of applicable taxes, subject to payment terms and Price Adjustment set forth above. You agree to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the Services provided hereunder.

*** Coastal Elevator Service shall also monitor the elevator emergency phone 24 hours a day, 365 days per year at no additional charge.**

Respectfully submitted,

By *John DeVincentis*

John DeVincentis

Date 8/1/08

Acceptance

Coastal Elevator Service Corp.

Firm Name SEE NEXT PAGE

By JOHN DEVINCENTIS

By _____

Title PRESIDENT

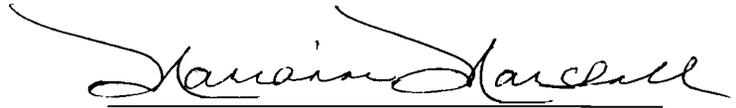
Title _____

Date 8/1/08

Date _____

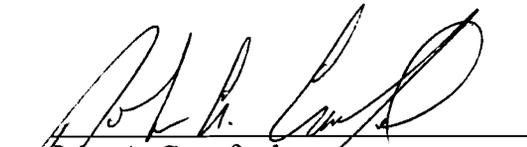
DATED this 13th day of August, 2008

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Marianne Marshall
Its: Chair

ATTEST:


John A. Crawford
Its: Ex-Officio Clerk

EOK 8/13/08

Approved as to form by the
Nassau County Attorney:



David A. Hallman