AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Elevator Maintenance Agreement with Colorado Custom Lift for the Blackstock building, Airport, Public Safety Center and Mountain View Apartments; 2014 through 2017.

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Custom Lift

Term Begins: July 1, 2014 **Term Ends:** 7/1/2017 **Grant Contract #:**

Summary:
Elevator maintenance agreement. 3 year term. Provides regular maintenance and safety inspection services as required by State. All county elevators are lumped together into one contract; Blackstock, PSC, Airport, and Mountain View, vendor offered discounted rate for all elevators

Fiscal Impact: Cost is about 1/3 of cost of previous service.

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Costs included in 2014 adopted budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/4/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 6/5/2014

Certificate of Insurance Required
Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 6/5/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: n/a

Agenda Date: 6/17/2014 Follow Up Agenda Date: n/a

Revised April 2013

If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price Adjustments: Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits. We reserve the right to take additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We reserve the right to make an adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Overdue Invoices: A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with Colorado Custom Lift that are in any way related to your equipment described in this agreement. If you do not pay any sum due to Colorado Custom Lift related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If Colorado Custom Lift elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the Colorado Custom Lift's suspension of service. Upon resumption of service, you will be responsible for payment to Colorado Custom Lift for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time.

Acceptance: Your acceptance of this agreement and its approval by an authorized manager of Colorado Custom Lift will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

Colorado Custom Lift:	**Accepted by Purchaser:**
Approved by Authorized Representative	Approved by Authorized Representative
Signed: Colleen Moore	Signed:
Printed Name: Colleen Moore	Printed Name:
Title: Office Coordinator	Title:
Date: 5/28/2014	Date:

Main Office: 416 29 Road Grand Junction ● CO 81504
www.colocustomlift.com office@colocustomlift.com
Toll Free: (866) 482-4472 Fax: (970) 241-7377
Colorado Springs: (719) 622-9000 Denver: (303) 362-1111 Grand Junction: (970) 245-4472

Basic Service Agreement

PROPOSAL #: SA140424CM4	**Job Name: Gunnison Public Safety Center**
Owner/Authorized Name: Gunnison County	**Job Address: 510 West Bidwell**
Billing Address: 200 East Virginia	**Gunnison, CO 81230**
Gunnison, CO 81230	**Job Phone:**
Billing Phone: 970-275-0768	
Billing Fax:	**Application: __X__ Passenger ____Freight ____Other**
Billing email: jcattles@gunnisoncounty.org	**Type: __X__ Commercial ____ Residential**
Maintenance Frequency: Every __6__ Months	**# of Floors: 2**
	Manufacturer - Otis
Contact/Mgr Name: John Cattles	**Serial #: 256365**
Contact/Mgr Phone: 970-275-0768	**Equipment: __X__ Hydraulic ____ Traction _____ Other**

Colorado Custom Lift agrees to maintain Purchaser's elevator equipment described above in accordance with this agreement. We will provide a comprehensive maintenance program designed to protect your equipment and maximize the performance, safety, and life span of the lift equipment to be maintained. Our maintenance program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. We will provide Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

Services Included: We will examine, clean, lubricate and adjust your elevator equipment for optimum operation. Our maintenance will cover the following components of your elevator system: Control and landing positioning systems, signal fixtures, machines, drives, motors, governors, sheaves, and wire ropes, power units, pumps, valves, and jacks, car and hoistway door operating devices and door protection equipment, load-weighers, car frames and platforms, counterweights, and safety mechanisms. During maintenance calls, we will:

- Inspect electric controls for wear, loose connections, and excessive burning.
- Check control button light bulbs. (Cost of replacement bulbs not included.)
- Inspect and clean fuses.
- Inspect car top operation.
- Inspect voltage and microprocessor fault indicators.
- Inspect and test emergency battery back-up system.
- Perform safety test as required (if applicable)
- Inspect hydraulic bypass valve (if applicable).
- Check oil levels and inspect for oil leaks (if applicable).
- Inspect pit for debris and water.
- Grease and lubricate working and moving parts.
- Clean and lubricate pit equipment.
- Inspect cables and suspension ropes for wear.
- Inspect guide rails and hardware for loose bolts.
- Inspect limit and leveling switches.
- Inspect phone, emergency stop switches and alarm bell battery.
- Inspect and adjust door locks and contacts.
- Inspect rubber hoses and belts for wear.
- Inspect gate switches and their operation.
- Perform annual pressure test (if required).

(Services listed may vary on unit type)

__XX__ Periodic Safety Testing: (Check if included) We will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. You agree to pay for any costs generated for inspector fees.

Service Requests: Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to your service requests during normal business working days and hours and you agree to pay all costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. These costs will be billed at our standard billing rates.

Quality Maintenance: To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your equipment. To ensure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your Colorado Custom Lift representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Parts Repair and Replacement: Repair parts and replacement parts and labor are NOT INCLUDED in this agreement without an additional charge.

Price: The price for the services as stated in this agreement shall be __$495.00__, per visit.

Term: This agreement is effective for __3__ years starting __June 2014__ To ensure continuous service, Colorado Custom Elevator and Lift will issue a new maintenance agreement (for a three year period) a minimum of 60 days prior to this agreement cancelling. To cancel either party must serve, in a timely manner, written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Product Information: You agree to provide current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety: You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate a need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if an inspection of a piece of equipment serviced under this agreement reveals an operational problem which jeopardizes the safety of the riding public we may shut down the equipment until such time as the operational problem is resolved.

Other: You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Our priority is the satisfaction of customers, therefore if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement.

In consideration of performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Colorado Custom Lift, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against Colorado Custom Lift, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of Colorado Custom Lift and/or our employees. You recognize that your obligation to Colorado Custom Lift under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance: You agree to insure your said property in order to protect your investment and the employees of Colorado Custom Lift while we maintain your equipment. Such insurance must specify that its coverage is primary and non-contributory.

Items Not Covered: We do not cover cosmetic, construction, or auxillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement. We do not cover OEM programmed parts such as CPUs and EPROM memory chips, as they may become damaged or lose proprietary programming; Owner may be required to obtain the programming software needed for Colorado Custom Lift to reprogram damaged chips.

Other Conditions: With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. Colorado Custom Lift shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge Colorado Custom Lift from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall Colorado Custom Lift's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, Colorado Custom Lift assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement.

If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

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Colorado Custom Lift:	**Accepted by Purchaser:**
Approved by Authorized Representative	Approved by Authorized Representative
Signed:	Signed:
Printed Name: Colleen Moore	Printed Name:
Title: Office Coordinator	Title:
Date: 5/28/2014	Date:

Main Office: 416 29 Road Grand Junction ● CO 81504
www.colocustomlift.com office@colocustomlift.com
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Colorado Springs: (719) 622-9000 Denver: (303) 362-1111 Grand Junction: (970) 245-4472

Basic Service Agreement

PROPOSAL #: SA140424CM5	**Job Name: Gunnison Regional Airport**
Owner/Authorized Name: Gunnison County	**Job Address: 711 Rio Grande**
Billing Address: 200 East Virginia	**Gunnison, CO 81230**
Gunnison, CO 81230	**Job Phone:**
Billing Phone: 970-275-0768	
Billing Fax:	**Application: __X__ Passenger ____Freight ____Other**
Billing email: wcranor@gunnisoncounty.org	**Type: __X__ Commercial ____ Residential**
Maintenance Frequency: Every __6__ Months	**# of Floors: 2**
	Manufacturer - Esco
Contact/Mgr Name: Walt Cranor	**Serial #: 13770**
Contact/Mgr Phone: 970-209-1218	**Equipment: __X__ Hydraulic ____ Traction _____ Other**

Colorado Custom Lift agrees to maintain Purchaser's elevator equipment described above in accordance with this agreement. We will provide a comprehensive maintenance program designed to protect your equipment and maximize the performance, safety, and life span of the lift equipment to be maintained. Our maintenance program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. We will provide Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

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Other: You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Our priority is the satisfaction of customers, therefore if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement.

In consideration of performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Colorado Custom Lift, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against Colorado Custom Lift, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of Colorado Custom Lift and/or our employees. You recognize that your obligation to Colorado Custom Lift under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance: You agree to insure your said property in order to protect your investment and the employees of Colorado Custom Lift while we maintain your equipment. Such insurance must specify that its coverage is primary and non-contributory.

Items Not Covered: We do not cover cosmetic, construction, or auxillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement. We do not cover OEM programmed parts such as CPUs and EPROM memory chips, as they may become damaged or lose proprietary programming; Owner may be required to obtain the programming software needed for Colorado Custom Lift to reprogram damaged chips.

Other Conditions: With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. Colorado Custom Lift shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge Colorado Custom Lift from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall Colorado Custom Lift's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, Colorado Custom Lift assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement.

If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price Adjustments: Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits. We reserve the right to take additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We reserve the right to make an adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Overdue Invoices: A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with Colorado Custom Lift that are in any way related to your equipment described in this agreement. If you do not pay any sum due to Colorado Custom Lift related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If Colorado Custom Lift elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the Colorado Custom Lift's suspension of service. Upon resumption of service, you will be responsible for payment to Colorado Custom Lift for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time.

Acceptance: Your acceptance of this agreement and its approval by an authorized manager of Colorado Custom Lift will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

Colorado Custom Lift:	**Accepted by Purchaser:**
Approved by Authorized Representative	Approved by Authorized Representative
Signed:	Signed:
Printed Name: Colleen Moore	Printed Name:
Title: Office Coordinator	Title:
Date: 5/28/2014	Date:

Main Office: 416 29 Road Grand Junction ● CO 81504
www.colocustomlift.com office@colocustomlift.com
Toll Free: (866) 482-4472 Fax: (970) 241-7377
Colorado Springs: (719) 622-9000 Denver: (303) 362-1111 Grand Junction: (970) 245-4472

Basic Service Agreement

PROPOSAL #: SA140424CM6	**Job Name: Mountain View Apartments**
Owner/Authorized Name: Gunnison County Housing	**Job Address: 317 Spruce Street**
Billing Address: P.O. Box 26	**Gunnison, CO 81230**
Gunnison, CO 81614	**Job Phone:**
Billing Phone: 970-641-4389	
Billing Fax:	**Application: __X__ Passenger ____Freight ____Other**
Billing email: sfrias@gvrha.org	**Type: __X__ Commercial ____ Residential**
Maintenance Frequency: Every __6__ Months	**# of Floors: 3**
	Manufacturer - Dover TKE MOD
Contact/Mgr Name: Shannon Frias	**Serial #: FT6507**
Contact/Mgr Phone: 970-641-4389	**Equipment: __X__ Hydraulic ____ Traction ____ Other**

Colorado Custom Lift agrees to maintain Purchaser's elevator equipment described above in accordance with this agreement. We will provide a comprehensive maintenance program designed to protect your equipment and maximize the performance, safety, and life span of the lift equipment to be maintained. Our maintenance program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. We will provide Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

Services Included: We will examine, clean, lubricate and adjust your elevator equipment for optimum operation. Our maintenance will cover the following components of your elevator system: Control and landing positioning systems, signal fixtures, machines, drives, motors, governors, sheaves, and wire ropes, power units, pumps, valves, and jacks, car and hoistway door operating devices and door protection equipment, load-weighers, car frames and platforms, counterweights, and safety mechanisms. During maintenance calls, we will:

- Inspect electric controls for wear, loose connections, and excessive burning.
- Check control button light bulbs. (Cost of replacement bulbs not included.)
- Inspect and clean fuses.
- Inspect car top operation.
- Inspect voltage and microprocessor fault indicators.
- Inspect and test emergency battery back-up system.
- Perform safety test as required (if applicable)
- Inspect hydraulic bypass valve (if applicable).
- Check oil levels and inspect for oil leaks (if applicable).
- Inspect pit for debris and water.
- Grease and lubricate working and moving parts.
- Clean and lubricate pit equipment.
- Inspect cables and suspension ropes for wear.
- Inspect guide rails and hardware for loose bolts.
- Inspect limit and leveling switches.
- Inspect phone, emergency stop switches and alarm bell battery.
- Inspect and adjust door locks and contacts.
- Inspect rubber hoses and belts for wear.
- Inspect gate switches and their operation.
- Perform annual pressure test (if required).

(Services listed may vary on unit type)

__XX__ Periodic Safety Testing: (Check if included) We will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. You agree to pay for any costs generated for inspector fees.

Service Requests: Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to your service requests during normal business working days and hours and you agree to pay all costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. These costs will be billed at our standard billing rates.

Quality Maintenance: To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your equipment. To ensure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your Colorado Custom Lift representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Parts Repair and Replacement: Repair parts and replacement parts and labor are NOT INCLUDED in this agreement without an additional charge.

Price: The price for the services as stated in this agreement shall be __$525.00__, per visit.

Term: This agreement is effective for __3__ years starting __June 2014__ To ensure continuous service, Colorado Custom Elevator and Lift will issue a new maintenance agreement (for a three year period) a minimum of 60 days prior to this agreement cancelling. To cancel either party must serve, in a timely manner, written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Product Information: You agree to provide current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety: You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate a need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if an inspection of a piece of equipment serviced under this agreement reveals an operational problem which jeopardizes the safety of the riding public we may shut down the equipment until such time as the operational problem is resolved.

Other: You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Our priority is the satisfaction of customers, therefore if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement.

In consideration of performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Colorado Custom Lift, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against Colorado Custom Lift, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of Colorado Custom Lift and/or our employees. You recognize that your obligation to Colorado Custom Lift under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance: You agree to insure your said property in order to protect your investment and the employees of Colorado Custom Lift while we maintain your equipment. Such insurance must specify that its coverage is primary and non-contributory.

Items Not Covered: We do not cover cosmetic, construction, or auxillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement. We do not cover OEM programmed parts such as CPUs and EPROM memory chips, as they may become damaged or lose proprietary programming; Owner may be required to obtain the programming software needed for Colorado Custom Lift to reprogram damaged chips.

Other Conditions: With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. Colorado Custom Lift shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge Colorado Custom Lift from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall Colorado Custom Lift's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, Colorado Custom Lift assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement.

If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price Adjustments: Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits. We reserve the right to take additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We reserve the right to make an adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Overdue Invoices: A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with Colorado Custom Lift that are in any way related to your equipment described in this agreement. If you do not pay any sum due to Colorado Custom Lift related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If Colorado Custom Lift elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the Colorado Custom Lift's suspension of service. Upon resumption of service, you will be responsible for payment to Colorado Custom Lift for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time.

Acceptance: Your acceptance of this agreement and its approval by an authorized manager of Colorado Custom Lift will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

Colorado Custom Lift:	**Accepted by Purchaser:**
Approved by Authorized Representative	Approved by Authorized Representative
Signed:	Signed:
Printed Name: Colleen Moore	Printed Name:
Title: Office Coordinator	Title:
Date: 5/28/2014	Date:

Main Office: 416 29 Road Grand Junction ● CO 81504
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Toll Free: (866) 482-4472 Fax: (970) 241-7377
Colorado Springs: (719) 622-9000 Denver: (303) 362-1111 Grand Junction: (970) 245-4472

Basic Service Agreement

PROPOSAL #: SA140424CM7	**Job Name: Black Stock**
Owner/Authorized Name: Gunnison County	**Job Address: 221 N. Wisconsin Street**
Billing Address: 200 E. Virginia	**Gunnison, CO 81230**
Gunnison, CO 81230	**Job Phone:**
Billing Phone: 970-275-0768	
Billing Fax:	**Application: __X__ Passenger ____Freight ____Other**
Billing email: jcattle@gunnisoncounty.org	**Type: __X__ Commercial ____ Residential**
Maintenance Frequency: Every __6__ Months	**# of Floors: 2**
	Manufacturer - ThyssenKrupp
Contact/Mgr Name: John Cattles	**Serial #: EL5164**
Contact/Mgr Phone: 970-275-0768	**Equipment: __X__ Hydraulic ____ Traction ____ Other**

Colorado Custom Lift agrees to maintain Purchaser's elevator equipment described above in accordance with this agreement. We will provide a comprehensive maintenance program designed to protect your equipment and maximize the performance, safety, and life span of the lift equipment to be maintained. Our maintenance program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. We will provide Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

Services Included: We will examine, clean, lubricate and adjust your elevator equipment for optimum operation. Our maintenance will cover the following components of your elevator system: Control and landing positioning systems, signal fixtures, machines, drives, motors, governors, sheaves, and wire ropes, power units, pumps, valves, and jacks, car and hoistway door operating devices and door protection equipment, load-weighers, car frames and platforms, counterweights, and safety mechanisms. During maintenance calls, we will:

- Inspect electric controls for wear, loose connections, and excessive burning.
- Check control button light bulbs. (Cost of replacement bulbs not included.)
- Inspect and clean fuses.
- Inspect car top operation.
- Inspect voltage and microprocessor fault indicators.
- Inspect and test emergency battery back-up system.
- Perform safety test as required (if applicable)
- Inspect hydraulic bypass valve (if applicable).
- Check oil levels and inspect for oil leaks (if applicable).
- Inspect pit for debris and water.
- Grease and lubricate working and moving parts.
- Clean and lubricate pit equipment.
- Inspect cables and suspension ropes for wear.
- Inspect guide rails and hardware for loose bolts.
- Inspect limit and leveling switches.
- Inspect phone, emergency stop switches and alarm bell battery.
- Inspect and adjust door locks and contacts.
- Inspect rubber hoses and belts for wear.
- Inspect gate switches and their operation.
- Perform annual pressure test (if required).

(Services listed may vary on unit type)

__XX__ Periodic Safety Testing: (Check if included) We will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. You agree to pay for any costs generated for inspector fees.

Service Requests: Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to your service requests during normal business working days and hours and you agree to pay all costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. These costs will be billed at our standard billing rates.

Quality Maintenance: To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your equipment. To ensure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your Colorado Custom Lift representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Parts Repair and Replacement: Repair parts and replacement parts and labor are NOT INCLUDED in this agreement without an additional charge.

Price: The price for the services as stated in this agreement shall be __$495.00__, per visit.

Term: This agreement is effective for __3__ years starting __June 2014__ To ensure continuous service, Colorado Custom Elevator and Lift will issue a new maintenance agreement (for a three year period) a minimum of 60 days prior to this agreement cancelling. To cancel either party must serve, in a timely manner, written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Product Information: You agree to provide current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety: You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate a need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if an inspection of a piece of equipment serviced under this agreement reveals an operational problem which jeopardizes the safety of the riding public we may shut down the equipment until such time as the operational problem is resolved.

Other: You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Our priority is the satisfaction of customers, therefore if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement.

In consideration of performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Colorado Custom Lift, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against Colorado Custom Lift, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of Colorado Custom Lift and/or our employees. You recognize that your obligation to Colorado Custom Lift under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance: You agree to insure your said property in order to protect your investment and the employees of Colorado Custom Lift while we maintain your equipment. Such insurance must specify that its coverage is primary and non-contributory.

Items Not Covered: We do not cover cosmetic, construction, or auxillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement. We do not cover OEM programmed parts such as CPUs and EPROM memory chips, as they may become damaged or lose proprietary programming; Owner may be required to obtain the programming software needed for Colorado Custom Lift to reprogram damaged chips.

Other Conditions: With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. Colorado Custom Lift shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge Colorado Custom Lift from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall Colorado Custom Lift's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, Colorado Custom Lift assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement.

If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price Adjustments: Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits. We reserve the right to take additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We reserve the right to make an adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Overdue Invoices: A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with Colorado Custom Lift that are in any way related to your equipment described in this agreement. If you do not pay any sum due to Colorado Custom Lift related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If Colorado Custom Lift elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the Colorado Custom Lift's suspension of service. Upon resumption of service, you will be responsible for payment to Colorado Custom Lift for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time.

Acceptance: Your acceptance of this agreement and its approval by an authorized manager of Colorado Custom Lift will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

Colorado Custom Lift:	**Accepted by Purchaser:**
Approved by Authorized Representative	Approved by Authorized Representative
Signed:	Signed:
Printed Name: Colleen Moore	Printed Name:
Title: Office Coordinator	Title:
Date: 5/28/2014	Date:

Main Office: 416 29 Road Grand Junction ● CO 81504
www.colocustomlift.com office@colocustomlift.com
Toll Free: (866) 482-4472 Fax: (970) 241-7377
Colorado Springs: (719) 622-9000 Denver: (303) 362-1111 Grand Junction: (970) 245-4472

Basic Service Agreement

PROPOSAL #: SA140424CM8	**Job Name: Black Stock**
Owner/Authorized Name: Gunnison County	**Job Address: 221 N. Wisconsin Street**
Billing Address: 200 E. Virginia	**Gunnison, CO 81230**
Gunnison, CO 81230	**Job Phone:**
Billing Phone: 970-275-0768	
Billing Fax:	**Application: ____ Passenger ____Freight __X__Other**
Billing email: jcattle@gunnisoncounty.org	**Type: __X__ Commercial ____ Residential**
Maintenance Frequency: Every __12__ Months	**# of Floors: 2**
	Manufacturer - Inclinator
Contact/Mgr Name: John Cattles	**Serial #: 99-01542**
Contact/Mgr Phone: 970-275-0768	**Equipment: ____ Hydraulic ____ Traction __X_D/W__ Other**

Colorado Custom Lift agrees to maintain Purchaser's elevator equipment described above in accordance with this agreement. We will provide a comprehensive maintenance program designed to protect your equipment and maximize the performance, safety, and life span of the lift equipment to be maintained. Our maintenance program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. We will provide Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

Services Included: We will examine, clean, lubricate and adjust your elevator equipment for optimum operation. Our maintenance will cover the following components of your elevator system: Control and landing positioning systems, signal fixtures, machines, drives, motors, governors, sheaves, and wire ropes, power units, pumps, valves, and jacks, car and hoistway door operating devices and door protection equipment, load-weighers, car frames and platforms, counterweights, and safety mechanisms. During maintenance calls, we will:

- Inspect electric controls for wear, loose connections, and excessive burning.
- Check control button light bulbs. (Cost of replacement bulbs not included.)
- Inspect and clean fuses.
- Inspect car top operation.
- Inspect voltage and microprocessor fault indicators.
- Inspect and test emergency battery back-up system.
- Perform safety test as required (if applicable)
- Inspect hydraulic bypass valve (if applicable).
- Check oil levels and inspect for oil leaks (if applicable).
- Inspect pit for debris and water.
- Grease and lubricate working and moving parts.
- Clean and lubricate pit equipment.
- Inspect cables and suspension ropes for wear.
- Inspect guide rails and hardware for loose bolts.
- Inspect limit and leveling switches.
- Inspect phone, emergency stop switches and alarm bell battery.
- Inspect and adjust door locks and contacts.
- Inspect rubber hoses and belts for wear.
- Inspect gate switches and their operation.
- Perform annual pressure test (if required).

(Services listed may vary on unit type)

__XX__ Periodic Safety Testing: (Check if included) We will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. You agree to pay for any costs generated for inspector fees.

Service Requests: Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to your service requests during normal business working days and hours and you agree to pay all costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. These costs will be billed at our standard billing rates.

Quality Maintenance: To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your equipment. To ensure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your Colorado Custom Lift representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Parts Repair and Replacement: Repair parts and replacement parts and labor are NOT INCLUDED in this agreement without an additional charge.

Price: The price for the services as stated in this agreement shall be __$375.00__, per visit.

Term: This agreement is effective for __3__ years starting __June 2014__ To ensure continuous service, Colorado Custom Elevator and Lift will issue a new maintenance agreement (for a three year period) a minimum of 60 days prior to this agreement cancelling. To cancel either party must serve, in a timely manner, written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Product Information: You agree to provide current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety: You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate a need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if an inspection of a piece of equipment serviced under this agreement reveals an operational problem which jeopardizes the safety of the riding public we may shut down the equipment until such time as the operational problem is resolved.

Other: You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Our priority is the satisfaction of customers, therefore if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement.

In consideration of performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Colorado Custom Lift, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against Colorado Custom Lift, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of Colorado Custom Lift and/or our employees. You recognize that your obligation to Colorado Custom Lift under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

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Price Adjustments: Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits. We reserve the right to take additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We reserve the right to make an adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

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Acceptance: Your acceptance of this agreement and its approval by an authorized manager of Colorado Custom Lift will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

Colorado Custom Lift:	**Accepted by Purchaser:**
Approved by Authorized Representative	Approved by Authorized Representative
Signed:	Signed:
Printed Name: Colleen Moore	Printed Name:
Title: Office Coordinator	Title:
Date: 5/28/2014	Date: