

SERVICE WORKSHEET

DATE: Tuesday, April 20, 1999

STATE SERIAL #:55156

ACCOUNT #: 600483

CONTRACT #: 5855

CLIENT NAME: Jefferson County Board of Commissioners

CLIENT ADDRESS: Highway 90 and Box 536  
Monticello, Florida 32344

LOCATION: JEFFERSON COUNTY COURTHOUSE  
US 19TH SOUTH  
MONTICELLO, FLORIDA 32444

ALPHA SORT:

ROUTE #:55/LOUIS CRAVENS

PRICE BREAKDOWN: \_\_\_\_\_

MAINTENANCE FREQUENCY: MONTHLY

CONTRACT START DATE: November 1, 1999

BILLING AMOUNT: \$120.00

NUMBER OF ELEVATOR: ONE

NUMBER OF LANDINGS: TWO

TYPE OF CONTRACT: 24 HR PLUS OT PREMIUM

NOTES: 04/20/99 PLEASE BEGIN BILLING EFFECTIVE 11/01/99

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FREE MAINT. PERIOD: Twelve months

CONTRACT START DATE: November 1, 1999

CONTACT NAME AND PHONE NUMBER:

Janice Rhoads 9043420175 FAX

EXCLUSIONS & REVISIONS: \_\_\_\_\_

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# Mowrey Elevator Company, Inc.

## LETTER OF TRANSMITTAL

DATE: Wednesday, January 20, 1999

ATTENTION: Dale Boatright  
Jefferson County Board of Commissioners  
Highway 90 and Box 536  
Monticello, Florida 32344

RE: JEFFERSON COUNTY LIBRARY  
ELEVATOR MAINTENANCE AGREEMENT

We are sending you:

Attached       Under separate cover via \_\_\_\_\_ the following items:  
 Shop drawings       Prints       Plans       Samples  
 Copy of letter       Change order       Color selection letter  
 Specifications      \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
ONE			EXECUTED ELEVATOR MAINTENANCE AGREEMENT

These are transmitted as checked below:

For approval       Resubmit \_\_\_\_\_ copies for approval  
 Approved as submitted       For your use       Approved as noted  
 Submit \_\_\_\_\_ for distribution       As requested       Returned for corrections  
 Return \_\_\_\_\_ corrected prints       For review & comment

Remarks:

Copy to: FILE, PATTY COUMBE

Signed: \_\_\_\_\_

*"Moving you up in style."*

4518 Lafayette Street, Marianna, Florida 32446  
Phone: (850)526-4111 FAX: (850)482-2482

# MATERIAL REQUEST

Job Name	JEFFERSON COUNTY COURTHOUSE	Job #	5855
Date Requested	01/27/03	Date Needed	01/28/03
Requested By	DANILO CRUZ	Approved By	

Qty	Description
2	SPRING BUFFER CAPACITOR PLATES

Has this material been ordered before? *Capacity*  No

If material has been ordered before, why the re-order?  
*DP*

Shipping Instructions  Other MAIL TO TALL. SHOP

Ship To  Other

Is this for service?  Yes

Is it chargeable?  No

If it is chargeable, how will the customers be paying?

Notes

FAXED JAN 28 2003

MOWREY ELEVATOR COMPANY OF FLORIDA, INC.  
ELEVATOR SERVICE POLICY

1-800-526-6115  
FAX # 1-904-674-5277

ACCT.# 600483

To: Janice Rhoads

MOWREY ELEVATOR COMPANY OF FLORIDA, INC. hereby agrees to furnish the following service on the elevators described below, located at:

JEFFERSON COUNTY COURTHOUSE  
US 19TH SOUTH  
MONTICELLO, FLORIDA 32444

(ONE) TWO LANDING ELEVATOR(S)

We will regularly and systematically examine, adjust and lubricate as required, and if, in our professional judgment, conditions warrant, make minor repairs to the Machine, Motor, Generator, Pump Valves, Controllers, Guide Shoes/Roller Guides, Piston Seal/Hoist and Conductor Cables.

The items listed on the schedule below show considerable wear and will have to be replaced in the near future. To provide you with the maximum of service from these items, we will service them in their present condition with the understanding that you are to pay in addition to the base amount of this contract, an extra at the time the items listed are first replaced. "Mowrey does not assume any liability or responsibility for these items that need to be replaced or any failure of the elevator resulting from an item that needs to be replaced". The charge for these replacements will be at our regular billing for labor and materials.

**SCHEDULE OF PARTS TO BE PRO-RATED**  
N/A

Service shall consist of one examination(s) per month. Such examination(s) shall include oiling and cleaning the machine, motor and controller; oiling and/or greasing bearings and guides; and making necessary minor adjustments at the time of the regular examination. In all cases MOWREY ELEVATOR COMPANY OF FLORIDA, INC., shall furnish whatever labor is necessary to the performance of such examination(s), but is not to furnish any material whatsoever, except as hereinafter specifically designated. The examination(s) shall include examination of signal devices, enclosures, doors, or interlocks. We will furnish all lubricants.

In addition to all the services and materials specified above, MOWREY ELEVATOR COMPANY OF FLORIDA, INC., will further furnish all controller copper, carbon, or other contacts, limit switch contacts, contact insulators, contact springs, piston packing and hydraulic lifting fluid necessary to the functioning of the equipment, insofar as it is affected by the parts described above. Where there is an underground or buried leak, lifting fluid and/or repair is at your expense.

This Contract includes emergency callback service during our regular working hours only. For any overtime work requested by the Purchaser, Purchaser agrees to pay us, for the difference between regular and overtime labor, for travel and time worked. Elevator signal light bulbs will be replaced during regular service only.

It is agreed that MOWREY ELEVATOR COMPANY OF FLORIDA, INC., is not required to make renewals or repairs necessitated by reason of negligence, obsolescence, vandalism, misuse of the equipment, damage caused by lightening, electrical brownouts or spikes or by reason of any other cause beyond our control except ordinary wear and tear. We shall not be required to make safety test nor to install new attachments on the elevators as recommended or directed by insurance companies, or to make any replacements mentioned herein with parts of a different design. "Mowrey" shall not be responsible for any malfunction of the elevator.

In the event that any part of the elevator becomes obsolete or outmoded or is no longer manufactured by the manufacturer, it shall be the Purchaser's obligation to replace the obsolete or outmoded part at Purchaser's expense.

Purchaser to provide suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50 degrees F minimum to 90 degrees F maximum.

The following items of elevator equipment are in addition to our components described elsewhere in this contract, not included in this contract: pistons, piston cylinders, casings and other underground pipe and connections. Refinishing, repairing or replacement of car enclosure, hoistway entrance frames, hoistway door panels and sills, power switches and feeders to controllers, cab light fixtures and fluorescent tubes, emergency lighting, exhaust fans, telephone or intercom for two-way communication inside the elevator, steel guide rail replacement and realignment.

#### **GENERAL CONDITIONS**

All work to be performed during regular working hours of regular working days of the elevator trade. All emergency calls, any hour day or night are covered by this contract.

In consideration of the performance of the services and the furnishings of the material as specified above at the price stated, it is expressly understood that nothing in this agreement shall be construed to mean that MOWREY ELEVATOR COMPANY OF FLORIDA, INC., assumes any liability on account of accidents to persons or damage to persons or damage to property, including such accidents or damages as may be caused, in whole or in part, by the negligence of MOWREY ELEVATOR COMPANY OF FLORIDA, INC., its employees, officers, agents or assigns, or the joint negligence of MOWREY ELEVATOR COMPANY OF FLORIDA, INC., its employees, officers, agents or assigns and that of any other person(s) or entity/entities, and you assume sole responsibility for damage to property or accidents to persons or damage to persons or damage to property while riding on or being in or about the elevators referred to and agree to indemnify and hold MOWREY ELEVATOR COMPANY OF FLORIDA, INC. harmless from any resulting claims, suits or actions, regardless of any negligence upon the part of Mowrey Elevator Company of Florida, Inc. It is understood that the elevator, at all times, is owned by the customer and at all times, is under the complete control of the owner and customer who is responsible for its safe operation while in use.

MOWREY ELEVATOR COMPANY OF FLORIDA, INC., shall not be liable for loss or damage resulting from strikes, lockouts, fires, storms, acts of God or other similar or dissimilar causes beyond its control. Other than specifically mentioned herein, no work, service or liability on the part of MOWREY ELEVATOR COMPANY OF FLORIDA, INC., is included or intended. It is further agreed that we do not assume possession or management of any part of the equipment but such remains yours exclusively as owner (or lessee).

"Mowrey Elevator Company of Florida" may deliver and obtain a signed acknowledgment by the customer that work has been performed on the elevator after each visit and that the elevator has been serviced and is in working order. It shall be conclusively presumed that the service has been accomplished by Mowrey after completion of service. If the owners representative is unavailable, our receipt ticket will be the copy left in the machine room which, in that event, shall not be signed by the customer.

Purchaser shall shut down the equipment immediately upon manifestation of any irregularities in operation or appearance in the equipment until the same has been repaired by elevator service company and shall notify Mowrey Elevator Company of Florida, Inc., at once and keep the equipment shut down until the completion of the repairs. The Purchaser shall give the Mowrey Elevator Company of Florida, Inc., written notice within ten (10) days after occurrence of any accident in or about the elevator.

This proposal, and the acceptance hereof, shall constitute, exclusively and entirely, the agreement for the services as described above, and all prior representations or agreements relating to such services, whether verbal or written, shall be deemed merged herein.

No other changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties hereto. This agreement is not binding upon MOWREY ELEVATOR COMPANY OF FLORIDA, INC., unless signed by one of its executive officers.

Payable Monthly **\*\*ONE HUNDRED TWENTY AND NO/00 DOLLARS\*\*\*\*\*\$120.00\*\*\***

PRICE ADJUSTMENT PROVISION: The price as set forth in this contract shall be adjusted yearly for changes in the cost of labor and materials. Contract price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly rate paid to elevator mechanics, in the locality where the equipment to be maintained on the yearly adjustment date as compared with the rate paid on the date on which the service is to commence. Also any existing or future State sales tax enacted will be added.

Service under the terms and conditions of this agreement shall be for an initial non-cancelable period of five (5) years, commencing on November 1, 1999, and will automatically be renewed for successive five (5) year periods thereafter unless either party timely serves written notice upon the other party of its intention to cancel with at least ninety (90) days before the end of any subsequent five (5) year renewal period. Time is of the essence.

Purchaser understands, agrees and acknowledges that the monthly service price set forth herein is, in part, in consideration of the full five (5) term and that any unauthorized, unilateral termination of this agreement by the Purchaser will result in substantial and significant loss and damage to MOWREY ELEVATOR COMPANY OF FLORIDA, INC. Since the extent of any such loss or damage cannot be accurately ascertained with any degree of certainty, both parties to Agreement specifically acknowledge and agree that any unauthorized and unilateral termination hereof by the Purchaser shall result in payment of liquidated damages to MOWREY ELEVATOR COMPANY OF FLORIDA, INC, in an amount of twenty-two (22%) percent of the total contract price for the full term hereof.

MOWREY ELEVATOR COMPANY OF FLORIDA, INC. reserves the right to void the between examination and call-back clause, the parts included clause and any and all liability for accidents or damage to the equipment anytime monthly payments are not kept current. In the event the Purchaser fails to make payments due under this agreement within forty-five (45) days from the due date heretofore described, MOWREY ELEVATOR COMPANY OF FLORIDA, INC. shall have the option to terminate this contract with or without notice.

In the event an attorney is retained to enforce the terms of this Agreement and/or for collection, either with or without suit, Purchaser agrees to pay all costs incurred together with reasonable attorneys' fees. Purchaser does hereby waive trial by jury and does further hereby consent to venue of any proceedings or lawsuit under this agreement to be in the County of Calhoun and State of Florida or in any other county of MOWREY ELEVATOR COMPANY OF FLORIDA, INC.'s choice of prevailing parties.

You agree to notify us in writing of any change in ownership, lessor or operation of the premises at least ninety (90) days prior to such change. Should you fail to do so, you will remain responsible for payment of all further charges and all liability incurred by us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement.

ACCEPTANCE

Accepted by:

Carl D. Boatwright  
Name CARL D. BOATWRIGHT

CLERK OF CIRCUIT COURT  
Title

4-3-99

Date

Respectfully submitted by:

Timothy S. M...  
MOWREY ELEVATOR COMPANY  
OF FLORIDA, INC.

SALES MANAGER  
Title

4-15-99

Date

PLEASE RETURN TO: MOWREY ELEVATOR COMPANY OF FLORIDA, INC.  
4518 LAFAYETTE STREET  
MARIANNA, FLORIDA 32446