THE STATE OF TEXAS

COUNTY OF WILLIAMSON

MASTER SERVICES CONTRACT
FOR ELEVATOR INSPECTIONS
AMD REPAIR/MAINTENANCE
SERVICES (FY19)
(ThyssenKrupp, TCNP/National IPA Contract #R150801)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontactual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between Williamson County, Texas (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and ThyssenKrupp Elevator Corporation (hereinafter “Service Provider”) located at 3615 Willow Springs Rd., Austin, TX 78704 (phone 512-486-1013, e-mail tana.harper@thyssenkrupp.com). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any
acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Fee Proposal, dated or received on or about October 22, 2018, which is marked as Exhibit “A” and incorporated herein as if copied in full. The not-to-exceed amount under this agreement is $10,172.00 (inspection services) and $60,242.64 (maintenance services), unless amended by a change order and approved by the Williamson County Commissioners Court. Additionally, Texas law mandates as follows:

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate

1 There is a three percent (3%) discount for an annual lump sum payment or $58,435.36.
published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1. Statement of Work/Fee Proposal(s), dated or received on or about October 22, 2018, which are incorporated herein as if copied in full; and

2. TCPN Maintenance Contract #R150801.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage                      Limits of Liability

a. Worker's Compensation             Statutory

b. Employer's Liability
   Bodily Injury by Accident          $500,000 Ea. Accident
   Bodily Injury by Disease           $500,000 Ea. Employee
   Bodily Injury by Disease           $500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>PER PERSON</th>
<th>PER OCCURRENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive</td>
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General Liability $1,000,000 $1,000,000
(including premises, completed operations and contractual)

Aggregate policy limits: $2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

<table>
<thead>
<tr>
<th>COVERAGE</th>
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<th>PER OCCURRENCE</th>
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</thead>
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<tr>
<td>Bodily injury</td>
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<tr>
<td>(including death)</td>
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<tr>
<td>Property damage</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Aggregate policy limits No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contractor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** To the fullest extent permitted by law, the Service Provider shall indemnify, defend (with counsel of The County’s choosing), and hold harmless The County, and The County’s employees, agents, representatives, partners, officers, and directors (collectively, the “Indemnitees”) and shall assume entire responsibility and liability (other than as a result of Indemnitees’ gross negligence) for any claim or action based on or arising out of the personal injury, or death, of any employee of the Service Provider, or of any subcontractor, or of any other entity for whose acts they may be liable, which occurred or was alleged to have occurred on the Work site or in connection with the performance of the Work. Service Provider hereby indemnifies the Indemnitees even to the extent that such personal injury was caused or alleged to have been caused by the sole, comparative or concurrent negligence of the strict liability of any indemnified party. This indemnification shall not be limited to damages,
COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** To the fullest extent permitted by law, Service Provider shall indemnify, defend (with counsel of The County’s choosing), and hold harmless The County, and The County’s employees, agents, representatives, partners, officers, and directors (collectively, the “Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or alleged to be resulting from the performance of this Agreement or the work described herein, to the extent caused by the negligence, acts, errors, or omissions of Service Provider or its subcontractors, anyone employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by a party indemnified hereunder.

**IX.**

**Services:** Service Provider shall provide services as an independent contractor pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Statement of Work/fee Proposal(s), dated or received on or about October 22, 2018, which are incorporated herein as if copied in full.

**X.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this agreement.

**XI.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.
XII.

**Termination:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XII above.

XV.

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI.

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.
XVII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County’s governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ___ day of ______, 20___ to be effective as of the date of the last party’s execution below.

County: ______________________

Date: ________ __, 20___

Service Provider: ______________________

Date: November 7, 2018
Exhibits (Quote/Proposals, Dated or received on or about October 22, 2018 for inspections and exhibit for maintenance during FY19)
Work Order – Inspection Proposal

Date: October 22, 2018
Attention: Christi Stromberg
Williamson County Facilities
Address: 3101 SE Inner Loop
City: Georgetown, TX 78626-6317
Building: Williamson County
Address: see attached list
Contract #: US33672 (C201 US)
Serial #: 25 units: see attached list

National IPA / TCPN #R150801

Purchaser authorizes thyssenkrupp Elevator to perform the following described work on the subject elevators in the above referenced building:

Our records indicate the Annual Safety Tests for your elevators are due by January 8, 2019. The following is our proposal to have the annual safety tests, as required by the State of Texas and the American National Standard Safety Code, witnessed by a QEI Inspector and certified with the State. This covers the cost of providing your choice of a QEI inspector from a list of thyssenkrupp-approved vendors, plus coordination, notification, transportation, scheduling, handling, and processing.

The cost for providing the inspections and the additional services listed above will be $10,172.00. Inspection fees are not taxable. This does not include the filing fee for the Certificate of Compliance.

thyssenkrupp Elevator will exercise caution and care in the performance of this testing, but will not be responsible for any damage done to the building structure or equipment occasioned by these tests.

IMPORTANT OWNER INFORMATION:

Once you have received your Inspection Report, you as the real property owner, or agent for the real property owner, are required by law to file a copy of each Inspection Report, one (1) per elevator or escalator, and a $20.00 filing fee per unit, with: The Commissioner of the Texas Department of Licensing and Regulation Executive Offices, P.O. Box 12157, Austin, Texas 78711. There is a 30-day period from the actual date of inspection to comply with the TDLR letter of code violations.

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator.

Purchaser’s acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of thyssenkrupp Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, 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. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the written approval of an authorized thyssenkrupp Elevator manager.

AGREEMENT: unless otherwise stated, you agree to pay as follows: a minimum of 50% upon signed acceptance and the balance upon completion. If this proposal meets with your approval, please return one (1) signed copy with your payment to the Austin address listed below.

Accepted: Please execute completely to ensure current contact information in our data base

WILLIAMSON COUNTY FACILITIES

By: ________________________
(Signature of Authorized Individual)
(Printed or Typed Name)

Title: ________________________ Date: __________
Contact Person: ___________________________
Telephone No: __________ Ext:_________
Send report(s) to this Email Address:
Building Access Issues?: ________________

THYSSENKRUPP ELEVATOR CORPORATION
3615 Willow Springs Road
Austin, Texas 78704

By: _________________
(thysstenkrupp Elevator Representative)
Tana Harper, QEI Coordinator
(512) 486-1013, fax: (866) 768-8304
tana.harper@thyssenkrupp.com

Date: October 22, 2018

Approved by: ____________________________
Title: __________________________ Date: __________

(Additional approval information)
Terms and conditions.

thyssenkupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended, it is agreed that we do not assume possession or control of any part of the equipment and that such remain Purchaser's exclusively as owner, lessor, lessee, processor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that thyssenkupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of thyssenkupp Elevator or those of our subcontractors, the work place will be monitored and, prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed 0.1 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold thyssenkupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to thyssenkupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest, and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved, if overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

INDEMNITY CLAUSE

Purchaser agrees to fully and completely defend, indemnify and hold harmless thyssenkupp Elevator from any and all claims and lawsuits whether same is for personal injury, property damage or death of any person asserted against thyssenkupp Elevator which allege to have a factual or legal basis in the services subcontracted by this contract, regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hoistway(s), or component parts. Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that thyssenkupp Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract.

Purchaser recognizes its obligation under this clause includes payment of all attorneys' fees, costs of court and other expenses of litigation incurred by thyssenkupp Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (prejudgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

You expressly agree to name thyssenkupp Elevator as an additional insured in your liability and any excess umbrella liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by thyssenkupp Elevator shall become the exclusive property of thyssenkupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein (which, if it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension thereof, shall have been made. In the event of any default by you in the payment, under any other provision at this contract, we may take immediate possession of the manner of its attachment to the real estate or the real property, or lease the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all costs for any re-inspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of thyssenkupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or thyssenkupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

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 money due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further irrevocably consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, Texas.

The rights of thyssenkupp Elevator under this agreement shall be cumulative and the failure on the part of the thyssenkupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkupp Elevator in the method, mode or manner of payment of any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event the acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.
## Elevator Equipment

**Safety Tests Due During the Month of January 2019**

**Contract #: US33872 (C201US)**

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<th>Elev #</th>
<th>Elevator</th>
<th>Serial #</th>
<th>US #</th>
<th>ELBI</th>
<th>Decal #</th>
<th>Capacity</th>
<th>Speed</th>
<th>Price</th>
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<td>2100</td>
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<td>1</td>
<td>Dover Oil</td>
<td>EK0316</td>
<td>US89521</td>
<td>14247</td>
<td>043685</td>
<td>2500</td>
<td>95</td>
<td>$572</td>
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<td>1</td>
<td>TKE Oil</td>
<td>EP7846</td>
<td>US90326</td>
<td>17244</td>
<td>055617</td>
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<td>Otis Oil</td>
<td>465076</td>
<td>US333766</td>
<td>16725</td>
<td>044548</td>
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<td>Courthouse, 710 S Main St, Georgetown 78626</td>
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<td>Schindler Oil</td>
<td>C643401</td>
<td>US313004</td>
<td>30170</td>
<td>065369</td>
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<td>North Campus Facilities, 3189 SE Inner Loop, Georgetown 78626</td>
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<td>TKE Oil</td>
<td>EDR043</td>
<td>US361585</td>
<td>41988</td>
<td>097372</td>
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**Total Price for 25 Elevators**

**$10,172**
<table>
<thead>
<tr>
<th>Building Name</th>
<th>Unit</th>
<th>Floor</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
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<tbody>
<tr>
<td>North Carolina Courthouse</td>
<td>5th Flr</td>
<td>85500 2nd St</td>
<td>36220 2nd St</td>
<td>Raleigh</td>
<td>27609</td>
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<tr>
<td>Williamson County Courthouse</td>
<td>4th Flr</td>
<td>55500 3rd St</td>
<td>36220 3rd St</td>
<td>Florence</td>
<td>28801</td>
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<td>3rd Flr</td>
<td>61600 1st St</td>
<td>37700 1st St</td>
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<td>28803</td>
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<td>2nd Flr</td>
<td>70700 Main St</td>
<td>37700 Main St</td>
<td>Nashville</td>
<td>37228</td>
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<tr>
<td>York County Courthouse</td>
<td>1st Flr</td>
<td>82800 Market St</td>
<td>37700 Market St</td>
<td>Columbia</td>
<td>29201</td>
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</table>

**Note:** The table above includes the names and contact information for various courthouses in the states of North Carolina, Texas, and Virginia. Each courthouse is located in a different city, with specific addresses and zip codes provided.
Proposed Maintenance Scope (Existing Coverage): Platinum Coverage

- Comprehensive Preventative Maintenance Program – 6 visits a year or Bi-Monthly Visits
- Service Calls covered during regular business hours 100%. OT cost are split.
- Repairs covered during normal wear and tear.
- Parts Replacement covered due to normal wear & tear
- Performance of code-required Annual Safety Test
- Soundnet – 24-hr emergency elevator telephone monitoring