

# RIO ELEVATOR COMPANY, INC.

113 W. Madison, P.O. Box 2709, Harlingen, TX 78551-2709 TEL (956)423-6576 FAX (956)423-6623 E-mail: service@rioellevator.com

## MAINTENANCE SERVICES AGREEMENT

Proposal/Contract

Dated at Harlingen, Texas  
June 28, 2023

HIDALGO COUNTY  
PO Box 1356  
Edinburg, Texas 78539

SUBJECT: ELBI# 6806, TXE# 28148, 28149,  
14706 & 14707  
Hidalgo County Courthouse  
100 North Closner  
Edinburg, Texas

RIO ELEVATOR COMPANY, INC. (otherwise referred to hereinafter as "we" or "us") proposes to furnish LIMITED, quarterly scheduled MAINTENANCE SERVICES and LIMITED CALL-BACK SERVICES on the following described elevator equipment:

### **The four (4) Passenger Elevators in the above referenced building**

on the terms and conditions as herein subsequently set forth.

We will use trained men directly employed and supervised by us. They will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition. Service visits will be performed during our normal business working days and hours (Monday through Friday: 8 AM to 5 PM). All work performed after said hours will be considered "Overtime".

Said Maintenance Services shall be performed quarterly-specifically each March, June, September and December-and the Annual Tests (described and included herein below) shall be scheduled and performed in conjunction with the maintenance services performed in or near the month of *March* each year.

For the above scheduled MAINTENANCE SERVICES and LIMITED CALL-BACK SERVICES delivered in accordance with the provisions of this Agreement you agree to pay us MONTHLY the ANNUALLY ADJUSTED BASE PRICE OF (\$1,200.00)

ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS,

PLUS ANY ADDITIONAL AMOUNTS BECOMING DUE HEREUNDER including any applicable tax, all due and paid in full each month to Rio Elevator Company, Inc. at Harlingen, Cameron County, Texas by the 10<sup>th</sup> of the month following for services performed and materials delivered in the previous month. Past due amounts shall accrue service charge of one and one-half percent (1-1/2%) per month or maximum legal rate whichever is less.

MAINTENANCE SERVICES: For the above listed base price we will regularly and systematically once quarterly visually examine and functionally test, clean and lubricate as required:

Machines, Motors, Generators, Pump Units, Controllers, Operating and Signaling Devices, Hoist Ropes, Safety Devices, and all other mechanical and electrical Elevator Operating Devices and Parts—except if, as and to the extent excluded herein below.

It is understood, that equipment design changes and technology upgrades are made over time. In the event an elevator component or part, covered under this Agreement cannot be safely repaired and is no longer stocked and readily available from the original equipment manufacturer or an aftermarket source, that component will be deemed obsolete. In the event a component is obsolete, you will be responsible for all charges associated with the replacement of the said obsolete part as well as charges required to ensure the remainder of the equipment is functionally compatible with the replacement part or component.

We will hereunder, without further authorization, furnish *small service-repair type parts* and perform limited other preventative maintenance services including minor adjustments, minor repair or replacement of small service-repair

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type parts as and when need is discovered by us on the above listed devices and parts. *Small service-repair type parts* are understood to include such as interlock or limit switch replacement contacts, push button contacts, springs, leads, etc., as well as those commonly required for this purpose such as controller fuses, signal lamps, and sundry toolbox hardware such as wire terminal eyelets, splice caps, electrical tape, etc.

**LIMITED CALL-BACK SERVICES:** For the above listed base price we will furnish Call-back Service between the regular service visits not in excess of three (3) hours per call including travel time, whenever necessary, defined and included, limited or excluded as follows:

1. Call-back Service is defined as, and is limited to any service which may be required to make or change adjustments, to lubricate any part of the equipment and the minor repair or replacement of any small service-repair type parts found to be broken or worn out by normal wear and use of the elevator.
2. Except where specified otherwise herein, all work covered (included) by this Maintenance Services Agreement including Call-back Service shall be performed during our regular working hours of our regular working days. Call-back service calls submitted prior to 2:00pm will be serviced the same day. Call-back service calls submitted after 2:00pm will be serviced on the next business day.
3. For Call-back Services required by you and performed by us during overtime hours or for any other occasion or cause not specifically included under this Agreement, you agree to pay us for work and travel time and mileage—exclusive or prorated as the case may be—at regular time or overtime rates as the case may be.

It is mutually understood that we are not hereunder required to make renewals or repairs necessitated by reason of negligence or misuse of the machinery, apparatus, or car, or rendered necessary due to any other cause beyond our control.

**SERVICE MATERIALS INCLUDED:** We will for the herein quoted base price furnish lubricants, cleaning supplies, and the above listed *small service-repair type parts* and all common hand and power tools as are normally required for performance of the scheduled MAINTENANCE SERVICES and limited other preventative maintenance services as defined herein above.

**ELEVATOR PARTS NOT INCLUDED:** Elevator system components, devices and parts (other than the *small service-repair type parts* furnished herein above) as well as additional supplies and bulk materials—such as hydraulic oil, jack seals, control boards, hoisting motors, governors, brakes, gear oil and hydraulic buffer oil—are not included in the base price and you agree to pay us additional amounts at our then current billing rates for all such as are required in performance of the work.

HOWEVER, any locally purchased materials gathered, machine shop-services, etc. employed by us for associated work while on work time or travel time being billed to you shall be priced to you at direct invoice costs only, with NO (none) ADDED MARKUP.

**OTHER SERVICES NOT INCLUDED:** Except when otherwise agreed, we shall not hereunder be responsible for maintenance, service, adjustment, repair, replacement or refinishing of the following:

Car enclosure and accessories and or parts such as hand rails, glass, mirrors, removable panels, flooring and floor covering, door panels, frames and sills, fans, hung ceilings, lighting fixtures and tubes or bulbs and batteries, nor fixture covers, telephones or other voice communication devices and systems, fire detection and alarm devices and systems, signage and Braille, hoistway door panels, frames and sills, the buried portions of hydraulic cylinders, piping, conduit, or contents of same, or any hoistway enclosure walls and beams or alignment of the guide rails.

**AND:** Except when otherwise agreed, we shall not hereunder be required to perform tests nor to install new features or attachments on or about the elevator as recommended or directed by insurance companies or government, state, municipal, or other authorities.

**ADDITIONAL SERVICES (SERVICES NOT INCLUDED UNDER THE BASE PRICE):** Additional labor, travel and expenses required of us by you or your representative—rendered necessary due to any cause beyond our control including failure of breakdown of elevator parts due to vandalism, improper use, failure of associated equipment including the power supply, negligence, misuse or improper care by others in or about the elevator; for false calls; or

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due to any other cause whatsoever beyond our control shall not be included. When and only when specifically authorized by you or your representative, we will furnish additional callback, repair or any other customary services then mutually agreed to. You agree to pay us additional amounts at our then current regular or overtime hourly billing rates as they apply for all such ADDITIONAL SERVICES authorized by you and performed by us.

**ANNUAL TESTS AND QEI-1 INSPECTION:** We will hereunder perform Texas State-required annual elevator tests one (1) time each year on the above described elevators witnessed by a Texas Department of Licensing and Regulation (TDLR) registered ASME QEI-1 qualified inspector when scheduled and *furnished directly by you*. We will exercise extreme caution and care, but will not be responsible for any damage to the equipment or building occasioned by said tests. We will assist you with free advice, but shall not assume responsibility for any record keeping, reporting or posting required of building owners by TDLR or any other authority. We shall not be liable for any loss, damage, or delay by any cause beyond our reasonable control and in any event we shall not be liable for consequential damages. The first annual tests performed under this Agreement shall be covered hereunder on a prorated basis and fully covered hereunder only after the first twelve months thereof.

IT IS EXPRESSLY UNDERSTOOD and agreed that, in consideration of our performance of the service enumerated herein at the price amounts and rates stated, that nothing in this Maintenance Agreement shall be construed to mean that RIO ELEVATOR COMPANY, INC., assumes liability for damages arising from injuries to persons or property, except those directly due to the negligent acts or omissions of RIO ELEVATOR COMPANY, INC., or its employees; and that your own responsibility for accidents to persons or property while riding on or being in or about the elevator referred to, is in no way affected by this Agreement. RIO ELEVATOR COMPANY, INC., shall not be liable for loss or damage resulting from strikes, lockouts, fires, storms, or other similar or dissimilar causes beyond its control and in any event shall not be liable for consequential damages. No work, service, or liability on the part of RIO ELEVATOR COMPANY, INC., other than that specifically mentioned herein, is included or intended.

This Contract shall be for a period of one (1) year, commencing on the date this agreement is approved by the Hidalgo County Commissioners Court unless sooner terminated. The term of this agreement may be extended at the County's sole discretion for one (1) additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this award on a month-to-month basis, under the same rates, terms, and conditions, for the unforeseen delay in awarding a new bid for the next contract term. Either party may terminate this agreement without cause upon ninety (90) days written notice to the other party. This agreement may only be amended by written agreement between the parties.

This Proposal, when Accepted by you and subsequently Approved by our authorized representative, shall constitute the entire Contract between you and us and the terms thereof shall not be varied by any prior representations or agreements oral or written.

Respectfully submitted,  
RIO ELEVATOR COMPANY, INC.

*Tracy Curry*  
Tracy Curry

Date: \_\_\_\_\_ 2023

ACCEPTED and signed in duplicate for  
HIDALGO COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_ 2023

APPROVED and signed for  
RIO ELEVATOR COMPANY, INC.

\_\_\_\_\_  
Please print name, title

By: \_\_\_\_\_



Contract #: 22050201 Exp. 07/2025