



Murphy Elevator Company, Inc.
2525 N. Shadeland Avenue, Box D6
Indianapolis, IN 46219

317-218-6700
317-218-6187 FAX
800-321-1527
www.murphyelevator.com

FULL MAINTENANCE AGREEMENT

March 10, 2016

City of Columbus Redevelopment Commission c/o REI Real Estate Services
2nd Street Parking Garage
203 3rd Street
Columbus, IN 47201

Attn: Gary Thompson, Property Manager - gthompson@reirealestate.com

For the period hereinafter mentioned, The Murphy Elevator Company of Louisville, Kentucky, (hereinafter-termed Murphy) will furnish FULL MAINTENANCE elevator service at 203 3rd Street, Columbus, IN 47201

Two (2) Hydraulic Passenger Elevators, Indiana State ID# 113360 and 113383

We will regularly and systematically examine, adjust, lubricate as required, and as conditions warrant; repair and/or provide part replacements to include:

- Pumps or component parts, valves, sheaves, V belts, solenoid valves, jack packing, packing glands, pistons, pump motors, motor bearings, motor windings, stator or rotors
- Controller, selector, relay panels, signal machines, signals, processors
- Interlocks, door hangers, door closers, door guides, retiring cams, door operators for car doors (or gates), safety edges or astragals
- Limit switches, operating switches, wiring to controls, car lights and pushbuttons.
- Replace or repair muffler and all pipe fittings.
- Lubricate guide rails and repair and/or replace car guide shoes and car guide shoe liners, except where roller guides are used, and will replace guide rollers, if necessary, and keep rails clean.
- Repair and/or replace car spring buffers.
- Maintain in proper adjustment all over travel and direction limit switches, leveling units and safety devices, also make necessary repairs and/or replacements as required.
- According to good preventative maintenance practice we will keep the machine rooms clean and in an orderly manner.
- Furnish Murphy lubricants compounded to our rigid specifications and all cleaning compounds, waste control or rags.
- Hydraulic oil for pumping unit
- Annual inspections

We do not include hydraulic pistons, cylinders or underground piping.

We do not include hatchway entrances or car floor covering, car light bulbs, globes, or emergency lighting; nor do we include refinishing of cabs or doors; nor do we include smoke sensors and their wiring to our controller terminals.

Evansville, IN 812-422-4500
Louisville, KY 502-587-1225

Charleston, WV
Huntington, WV

304-345-2772
304-529-3220

Lexington, KY
Bowling Green, KY

859-273-8990
800-321-1527



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All normal service work will be performed during the regular working hours of the elevator trade, which are from 8:00 a.m. to 4:30 p.m., Monday through Friday inclusive, except the following Holidays: New Year's Day -- January 1, Memorial Day -- the last Monday in May, Independence Day -- July 4, Labor Day -- First Monday in September, Veterans Day, Thanksgiving Day -- Last Thursday in November and the Friday after, Christmas Day -- December 25, and/or the day on which the general Public celebrates any of the heretofore mentioned Holidays.

If you request that the normal and regular examination adjustments, and/or repairs be made at times other than the regular working hours as set forth above, then you agree to pay the difference between our regular and overtime billing rates.

It is mutually understood and agreed that Murphy is not required to make any other safety tests or repairs necessitated by reason of negligence or misuse of the machinery, apparatus, or car, or rendered necessary due to any other causes beyond our control. We shall not be required to install new attachments on the elevator as recommended or directed by insurance companies, government, state, municipal or other authorities, nor to make any replacements with parts that are of a different design.

It is expressly understood in consideration of our performance of the services enumerated herein, at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to our negligent acts or omissions, or those of our employees; and that your own responsibility for accidents to persons or property while riding on or being in or about the elevators referred to is in no way affected by this agreement.

We shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquakes, flood, storm, riot, civil commotion, malicious mischief, Act of God, or by any cause beyond our reasonable control whether or not the same is herein specified and in any event we shall not be liable for consequential damages. No work, service or liability, on the part of The Murphy Elevator Company other than that specifically mentioned herein is included or intended as a part of the contract.

This service shall commence on the execution of this agreement, and shall continue for a period of one year and from year to year thereafter until terminated. Either party may terminate this agreement either at the end of the first year or at the end of any subsequent year by giving the other party ninety- (90) day's prior written notice to the anniversary date.

The price of this complete maintenance is Nine Hundred Thirty Dollars and 00/100 (\$930.00) per quarter, payable upon presentation of invoice.

This price is subject to adjustment each anniversary date in which this agreement is in force. The following formula for adjustment will be used:

Twenty-five percent of the contract price shall be increased or decreased by the percentage of increase or decrease shown by the index of "Wholesale Commodity Prices for Metals Products" published by the U.S. Department of labor, Bureau of Statistics.

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Seventy-five percent of the contract price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly labor cost on the yearly adjustment date as compared with such straight time hourly labor cost at the beginning of the preceding fiscal year.

As used in this provision, the phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate paid to elevator examiners in the locality where the equipment is to be maintained, and the average hourly cost of Fringe Benefits paid to elevator examiners.

You shall pay in addition to the price above stated, a sum equal to the amount of any taxes not foreseen, in whatever form the same may now or hereafter be exacted from you or us on account hereof, exclusive of income tax, excess profit tax and franchise tax.

The Murphy Elevator Company will carry our standard Workers' Compensation, Public Liability, and Property Damage Insurance to cover our employees while maintaining your elevators.

You agree to give the Murphy Elevator Company written notice within twenty-four hours (except for Saturdays, Sundays and Holidays) of any accident, alteration or change affecting the equipment covered by this contract and of any change of ownership.

Murphy will perform the applicable annual safety test per ANSI A17.1, on the equipment covered by this proposal. Murphy assumes no responsibility for damage to persons outside their own employ or property resulting from these tests.

This agreement, when signed and accepted by the purchaser below and approved by an authorized representative of The Murphy Elevator Company, shall constitute exclusively the contract between the parties, and all prior representations or agreements, whether written or verbal, not incorporated here in, are superseded.

Respectfully submitted;

THE MURPHY ELEVATOR COMPANY, INC.

By Joe V. Coomer

Accepted and agreed to:

Approved for Murphy Elevator:

By (Title)

(Signature line)

Dated

Dated

Service to begin: