

– METRO – ELEVATOR

Date: 6/11/2026

Proposal Number: BM 3262

To: Kassi Bybee

Equipment Location:

Eccles Conference Center
2415 Washington Blvd
Ogden, UT 84401

Services Covered Under Agreement

Preventative Maintenance

Metro Elevator will periodically provide preventative maintenance, which shall include examining, adjusting, cleaning, and lubricating the elevator components, to best fit the needs of the elevators covered in this agreement.

Repair

Metro Elevator will repair or replace, as necessary, the covered components listed below:

Traction Elevators:

Basic Components – selector motors; brake pads, lining, disks or shoes, magnet coils; controller resistors, timers, fuses, overloads, minor contacts, wiring, coils; operational components of car and corridor operating stations; tracks and hangers, door operating devices, door gibbs, interlocks, door closers, door protection devices; guide shoes, rollers, traveling cables, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, signal lamps (during regular maintenance visitation).

Hydraulic Elevators:

Basic Components – controller resistors, timers, fuses, overloads, minor contacts, wiring, coils; operational components of car and corridor operating stations; tracks and hangers, door operating devices, door gibbs, interlocks, door closers, door protection devices; operational components of car and corridor operating stations, alarm bells, switches, signal lamps (during regular maintenance visitation).

Metro assumes no responsibility for the components: car enclosures (including, but not limited to, wall panels, door panels, car gates, hung ceilings, lighting, bulbs, handrails, mirrors, floor coverings), platforms and slings, door lock monitoring hardware or software, hoistway door hinges, panels, frames, gates, sills, power switches, fuses and feeders to controllers, light fixtures, lamps, cover plates for signal fixtures and operating stations, card readers or other access control devices, smoke or fire alarms, pit pumps or systems, guide rails, NZ or enviromax oil, any hydraulic system that has been had contact with NZ or enviromax oil, hydraulic tanks, plungers or cylinders, packings, unexposed piping, emergency power generators, telephone service or communication devices, air



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conditioners or heaters, escalator machine or drive units, exterior panels, skirt and deck panels, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; steps; skirt brushes; side plate devices media displays, equipment that is 20 years or older, or any obsolete equipment (no longer available from the original equipment manufacturer or an industry parts supplier, or only replaceable by refabrication).

Metro assumes no responsibility for any of the following: repairs or replacements (including callbacks) necessitated by reason of negligence, accident, malicious mischief, theft, fire, water, power outage or misuse of machinery, apparatus or car due to any other similar or dissimilar causes beyond its control; repairs, replacements, upgrades or additional tests required due to updates or amendments to local or national codes or laws.

Callback Service

Metro will respond to entrapment callbacks 24 hours a day, 7 days a week, including holidays, as quickly as possible, unless we are prevented from doing so by causes beyond our control.

Metro will respond to callbacks during regular working hours (Monday thru Friday; 8am – 4pm; not including IUEC holidays) and respond to callbacks during overtime hours (any hours not considered “regular” above).

Overtime callbacks, as outlined above, will be an additional charge and will be billed at the agreed upon rates in this Agreement under Contractual Billing Rates. Labor costs associated with nuisance callbacks found running on arrival are excluded from this maintenance contract and running on arrival callbacks will be billed separately.

Testing

Category 1 Testing and/or other tests required by local or state jurisdictions at the time of this contract are covered under this Agreement. You are responsible for the hiring, coordination, and payment of the necessary 3rd party witness for these tests and filing fees with the state. 5-year category test are excluded.

Firefighter’s service testing is not included herein and shall be completed by maintenance personnel.

Please note: Due to the stress placed upon the equipment during Category 5 Testing, Metro is not responsible for any loss or damage to the elevator equipment or structure that may occur as a result of performance of such test.

Hours of Work

All work described above will be performed during regular working hours of regular working days (Monday thru Friday; 8am – 4pm; not including IUEC holidays). If, at your request, work is to be performed during overtime hours, the overtime rates agreed upon in Exhibit B will be used.

Term and Pricing

Term

This agreement commences on **July 1, 2026** and shall be in effect for a period of five (5) years and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by other party at least 90 days prior to the above termination date or any renewal termination date.



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Price

The price for the services covered in this Agreement shall be **Nine Hundred Ninety Five Dollars (\$995.00)** per month, plus applicable taxes. (If payment is not made within 15 days of receipt, Metro reserves the right to suspend service and holds ownership responsible for any fees incurred to collect past due balance.)

Price Adjustments

The contract price will be adjusted annually on the anniversary of the commencement date. The monthly contract price and billable labor rates will be adjusted based on changes to the labor rate adjustment in Metro's agreement with the International Union of Elevator Constructors (IUEC).

Contractual Billing Rates

Billing rates to be adjusted each calendar year.

	Straight Time	1.7X	Double Time
Mechanic	\$480.00	\$816.00	\$960.00

*Straight Time: Monday – Friday; 8am – 4pm; not including IUEC holidays

**Overtime: Monday – Friday; 4:01pm – 7:59am; Saturday & Sundays

Emergency Phone Monitoring Service

Metro Elevator will provide 24/7 phone monitoring for your existing in car ADA phone with active phone line. Metro elevator will reprogram the phone to call our 24/7 call center that will allow code compliance requirement for emergency services.



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Acceptance of Agreement

Customer

Metro Elevator

*Approved by Authorized Representative

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Company: _____



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Terms and Conditions

Metro will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this agreement. We will not be liable in any event for special, indirect, or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of equipment or property, or business interruption.

Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, war, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any government authority, acts of God, or by any other cause beyond the reasonable control of either party.

If either party to this agreement claims default by the other, written notice of at least 30 days shall be provided describing the default. If cure of the default is not commenced within the 30-day notification period, this agreement may be terminated. In the event of litigation, the prevailing party will be entitled to the reasonable attorney's fees and costs.

It is understood that in consideration of the company's performance of the service enumerated herein at the price stated, nothing in this agreement shall be construed to mean that the company assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts of the company or its employees, and the purchaser's own responsibility for accidents to persons or property while riding in or being in or about the elevators referred to is in no way affected by this agreement.

Violations, deficiencies or fines cited by an authority having jurisdiction before the start date of this contract are not the responsibility of Metro. A proposal to remedy such violations will be provided. Any fines due can be directly paid by you or can be paid by Metro following reimbursement from you.

Metro Elevator is insured at all locations where it performs services. Metro shall provide our standard Certificate of Insurance and will not name additional insureds.

The price quoted in this proposal is based on current tariff rates, import duties, and other applicable costs at the time of the proposal. However, if there are any changes in applicable tariffs, taxes, or regulatory costs that occur after the issuance of this proposal, Metro Elevator reserves the right to adjust the pricing to reflect the impact of such changes. Any price adjustments resulting from such changes will be communicated to the customer in writing, and the customer will have the opportunity to approve or reject the revised pricing.

Weber County's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the Weber County Commission. Therefore, if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other



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charges to Weber County or Metro of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Weber County or Metro, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

Equipment Listing:

3 Stop Schindler 321A
2 Stop Hydro Freight
4 Stop Hydro Freight
Stage Lift
Garaventa Wheelchair Lift
Garaventa Wheelchair Lift



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IN WITNESS WHEREOF, the parties have caused this contract amendment to be signed by their duly authorized representatives:

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Bolos voted _____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor