



HYDRAULIC MODERNIZATION

MODsolutions  
PROPOSAL

ThyssenKrupp Elevator Americas



ThyssenKrupp





## ThyssenKrupp Elevator Americas

Date: October 24, 2016

**Location:** Titus County Courthouse  
**Address:** 100 W 1st St  
**City/State/Zip:** Mount Pleasant , TX 75455-4452

**Bill To:** Titus County Courthouse  
**Address:** 100 W 1st St STE 202  
**City/State/Zip:** Mount Pleasant , TX 75455-4452

On behalf of ThyssenKrupp Elevator, I am pleased to provide this multi-page proposal (the "Proposal") to perform certain work to modernize elevators - Elevator 1, at the above referenced location. This proposal is valid for 45 days.

If you have any questions or concerns, please do not hesitate to contact me at 903-533-8844. We appreciate your consideration.

Sincerely,

*Dan Cummins*

Dan Cummins  
Sales Rep  
c/o ThyssenKrupp Elevator  
100 E Ferguson Ste 1103  
Tyler TX 75702  
[dan.cummins@thyssenkrupp.com](mailto:dan.cummins@thyssenkrupp.com)





# ThyssenKrupp Elevator Americas



## SCOPE OF WORK

<b>Group 1</b>	<b>HYDRAULIC</b>	<b>\$69,083.00</b>
	<i>Elevator 1</i>	
<b>Pump Unit</b>		
Power Unit (Adjacent)	New - Power Unit (Adjacent)	
Shut Off Valve	New - Shut Off Valve Kit	
Oil	New - Oil	
<b>Control System</b>		
Controller (tank mounted)	New - Controller (tank mounted)	
<b>Car Door Equipment</b>		
Complete Front Door Package	New - Complete Front Door Package	
Front Car Door Operator / Kit	New - Front Car Door Operator / Kit	
Complete Rear Door Package	New - Complete Rear Door Package	
Rear Car Door Operator	New - Rear Car Door Operator	
Door Detectors	New - Infrared door detector	
Front Mechanical Restrictor Package	New - Front Car Door and Hatch Side Restrictors (vanes)	
Rear Mechanical Restrictor Package	New - Rear Car Door and Hatch Side Restrictors (vanes)	
<b>Cab/Platform/Car Fixtures</b>		
Main Car Station	New - Main Car Station Includes: Custom finish, Applied panel, Braille Plates, Digital Position Indicators, Standard Key Switch Package, Locked Service Cabinet, ADA Phone System, Emergency Light, Swing Return (TKE Cab only), Vandal Resistant Floor Buttons	
Car Position Indicator	New - Car Position Indicator	
Car Traveling Lantern	New - Car Riding Lantern (Standard)	
Hands Free Phone	New - Hands Free Phone	
Emergency Lighting	New - Emergency Lighting	
<b>Hall and Lobby Fixtures</b>		
Hall Stations (excluding Egress)	New - Hall Stations (excluding Egress)	
Egress Hall Stations (Lobby)	New - Egress Hall Stations (Lobby)	
Jamb Braille	New - Jamb Braille	
Hoistway Access Station	New - Hoistway Access Switch	
<b>Hoistway Equipment</b>		
Leveling Unit / Landing System	New - Leveling Unit / Landing System	
<b>Hoistway Door Equipment</b>		
Interlocks and Pickup Assemblies	New - Interlocks and Pickup Assemblies	
Hatch Closers	New - Hatch Closers	
<b>Hoistway Wiring</b>		
Traveling Cable / Car Wiring	New - Traveling Cable / Car Wiring	
Hoistway Wiring	New - Hoistway Wiring Package	
Raceway / Duct / Piping	New - Hoistway Duct Kit	
<b>Testing</b>		
Adjusting and Pretest	New - Adjusting and Pretest	
Inspection	New - Inspection	





Miscellaneous

Cleaning and Painting	New - Cleaning and Painting
Mobilization	New - Mobilization

VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

Alternate 1: Provide and Install a complete new conventional hydraulic jack assembly... Initial to Accept \_\_\_\_\_  
Add \$39,000.00



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### INSTALLATION SEQUENCE AND SCHEDULE

Fabrication time from receipt of all approvals, fully executed contract, and payment of pre-production and engineering invoice:	7-8 Weeks
Modernization of elevator system <u>(Per Unit)</u> : <i>(After completion of all required preparatory work by others)</i>	5-6 Weeks

Purchaser agrees to pay the sum of: Sixty Nine Thousand Eighty Three Dollars (\$69,083.00).

Price includes shipping and delivery and sales/use tax imposed on ThyssenKrupp Elevator but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.

Any schedules for completion of the work described herein must be mutually agreed to by both parties in writing before becoming effective. In the event such a schedule cannot ultimately be met because of delays outside of ThyssenKrupp Elevator's control, ThyssenKrupp Elevator shall be entitled to an increase in the contract price that reflects an increase in its union labor rate and the cost of any materials since the time the contract was first fully executed by all parties.

All work specified herein will be performed during "regular working hours of regular working days as is customary in the elevator industry" defined as 8:00 AM to 4:30 PM, except scheduled holidays.

One or more Units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the state and in good standing with payment schedules. Temporary elevator service is not included in this Proposal.

In the event another subcontractor requires pit access during the modernization process, upon a request from Purchaser, ThyssenKrupp Elevator will park the elevator at an upper landing and lock and tag out the equipment at no additional cost in exchange for Purchaser's agreement to remain solely responsible for (A) providing its subcontractor with any and all means and methods to access the pit, (B) properly safeguarding and barricading all landings and hoistway openings and (C) providing all supervision of and control over that subcontractor, the landings, hoistway openings and pit. Upon notice to ThyssenKrupp Elevator from Purchaser that its subcontractor has completed its task and no longer requires pit access, ThyssenKrupp Elevator will remove its lock and tag from the elevator.

Prior to commencing work, ThyssenKrupp Elevator will provide Purchaser with a written work schedule. That schedule and any changes to it shall be agreed to by both parties' authorized representatives in writing before becoming effective.

### JOBSITE SPECIFIC CONDITIONS

1. Offsite removal of the existing elevator equipment shall be provided by others
2. Battery powered lowering is included with this controller upgrade package. Electrical work shall be provided by others.
3. Fire Service Recall is included with this controller upgrade system. Alarm work shall be provided by others.





### WORK NOT INCLUDED

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to ThyssenKrupp Elevator's performance of its work as described in this Proposal. It is Purchaser's sole responsibility to coordinate the performance of these items with ThyssenKrupp Elevator to ensure a successful completion of this project. The following is a list of those items that are not included in this Proposal:

1. Equipment Storage: the provision of a dry and secure area at the project site for storage of the elevator equipment at the time of delivery and the provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's sole expense
2. Electrical:
  - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions;
  - b. the wiring to the controller for car lighting per N.E.C. Articles 620-22 and 620-51;
  - c. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
  - d. wiring and conduit from life safety panel or any other monitor station to the elevator machine room or a suitable connection point in hoistway;
  - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions
  - f. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
  - g. automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and
  - h. electrical cross connections between elevator machine rooms for emergency power purposes
  - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
3. Machine Room: a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing;
4. Heat and Smoke Sensing Devices: heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller;
5. Dedicated Telephone Lines: a dedicated telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;
6. Removal of Obstructions: the cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s);
7. Fire Rating: the furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;







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8. Flooring: all work relating to the flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
9. Painting: all painting, except as otherwise specifically included herein;
10. Waterproofing: ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
11. If entrances are replaced: adequate bracing of entrance frames to prevent distortion during wall construction and all sill supports, steel angles, sill recesses, and the grouting of doorsills;
12. If the hydraulic jack is replaced:
  - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator's labor rates as posted in its local office along with the actual cost of any additional material plus 15%;
  - b. adequate ingress and egress, including ramping, for a truck-mounted drill rig;
  - c. removal of all dirt and debris from each hole location;
  - d. in ground protection systems other than ThyssenKrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
  - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
  - f. engineering, provision and installation of methane barriers or coordination/access;
  - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
  - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment;
  - i. any spoils or water testing; and
  - j. the hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

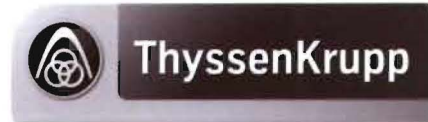
### PAYMENT TERMS

Thirty Five Percent (35%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) will be due and payable as an initial progress payment within 30 days from ThyssenKrupp Elevator's receipt of a copy of this Proposal signed by the Purchaser. This initial payment will be applied to costs and fees associated with project management, permits, submittals, and raw material procurement, and its receipt will trigger the ordering of material to complete the scope of work described on pages 2 and 3.

An additional Sixty Five Percent (65%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite, ThyssenKrupp Elevator staging facility, or any other location designated by the Purchaser at its sole expense. ThyssenKrupp Elevator's receipt of payment is required prior to mobilization of its labor associated with the work described on pages 2 and 3.



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Any additional amount, including change orders, is due at the time of completion and approval by the local authority having jurisdiction (if applicable), but prior to turnover of the equipment by ThyssenKrupp Elevator to the Purchaser for use. If there is more than one unit that is the subject of this Proposal, final payment shall be made separately as each unit is completed.

ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed and/or modernized pursuant to this Proposal until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full Proposal amount set forth on page 1 as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) along with all applicable change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made as agreed, and ThyssenKrupp Elevator has received assurance satisfactory to it that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at 1 1/2 % per month or the highest legal rate, whichever is less.

In the event the Purchaser defaults on any payment, or on any other provision of this Proposal, the unpaid balance of the Proposal price (including any change orders), less the cost of completing the work, as estimated by ThyssenKrupp Elevator, shall immediately become due and payable.

### WARRANTY

*ThyssenKrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of ThyssenKrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full, or two (2) years from the date material ships from the manufacturer. This warranty is in lieu of any other warranty or liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will ThyssenKrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. ThyssenKrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.*

### TESTS, GOVERNMENTAL APPROVAL, CLEANUP AND PURCHASER INSPECTION

All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, the labor and materials necessary to ensure that the work described herein complies with such changes shall be performed at an additional cost to Purchaser based on ThyssenKrupp Elevator's standard billing rates as posted in its local office.

It is solely the Purchaser's responsibility to ensure that the work described in this Proposal meets all applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

At the conclusion of its work described herein, ThyssenKrupp Elevator will perform safety, full load, Phase I and Phase II Fire Service tests (as applicable) to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes and will provide Purchaser with copies of reports generated in conjunction with completed tests.





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ThyssenKrupp Elevator will perform all tests described herein during regular working hours of regular working days as is customary in the elevator industry. Should the Purchaser require performance of these tests outside the regular working hours of regular working days as is customary in the elevator industry, ThyssenKrupp Elevator will provide Purchaser with a separate and additional proposal to accomplish those tasks at those times at an additional cost.

ThyssenKrupp Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal. At the conclusion of its work, ThyssenKrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in ThyssenKrupp Elevator's sole opinion, is neat and clean.

The price of this Proposal includes one (1) inspection by the local authority having jurisdiction. Should the local authority having jurisdiction refuse to issue written approval to Purchaser to use and operate the equipment due to items that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal, the Purchaser shall be financially responsible for (A) addressing those items, (B) the cost of the additional inspection(s) by the local authority having jurisdiction and (C) the labor incurred by ThyssenKrupp Elevator to attend those additional inspections at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Should the Purchaser or the local authority having jurisdiction require ThyssenKrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate ThyssenKrupp Elevator for its time at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Upon notice from ThyssenKrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with ThyssenKrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of ThyssenKrupp Elevator's written notice to Purchaser that the work herein has been completed unless both parties agree otherwise in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute ThyssenKrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.





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## Terms and Conditions

### **Payment:**

Unless stated otherwise elsewhere in this document, the price of this Proposal includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Proposal for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Proposal for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

### **Acceptance:**

Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

### **Safety:**

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees 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 ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp 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 solely Purchaser's responsibility.

### **Miscellaneous:**

This Proposal does not include any maintenance, service or repair of the equipment or any other work not expressly described herein. ThyssenKrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

ThyssenKrupp Elevator's performance of this Proposal is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of any equipment described in this Proposal.

Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Proposal or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Proposal, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy.

Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Proposal.

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its



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obligation to ThyssenKrupp 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, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Proposal, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Proposal, Purchaser shall compensate ThyssenKrupp Elevator therefor, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Proposal and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Proposal and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Proposal, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Proposal and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Proposal shall be cumulative and the failure on the part of the ThyssenKrupp 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 ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal. In the event any portion of this Proposal 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 Proposal.

This Proposal shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond ThyssenKrupp Elevator's standard coverage and limits will be an addition to this Proposal's price.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.





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Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Sixty Nine Thousand Eighty Three Dollars (\$69,083.00).

Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation	Titus County Courthouse	ThyssenKrupp Elevator Corporation Approval
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
  Dan Cummins Sales Rep <a href="mailto:dan.cummins@thyssenkrupp.com">dan.cummins@thyssenkrupp.com</a> +1 903 5703702   October 24, 2016 _____ (Date Submitted)	  Brian Lee _____ (Print or Type Name)  _____ (Print or Type Title)   _____ (Date of Approval)	  Jeremy Caruthers Branch Manager    _____ (Date of Approval)



# ThyssenKrupp Elevator Americas



## SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: thyssenkrupp Elevator Corporation

Attn: Accounts Receivables Dept.

2801 Network Blvd Ste 700

Frisco, TX 75034-1885

Attn:

Titus County Courthouse

100 W 1st St STE 202

Mount Pleasant, TX 75455-4452

Terms	Mod Quote No.	Customer Reference No./PO	Date	Reference Number
Immediate	2016-2-281348		October 24, 2016	ACIA-16ND3IC

Total Contract Price

\$69,083.00

Current Amount Due

\$24,179.05

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 903 5703702.

Thank you for choosing thyssenkrupp Elevator Corporation. We appreciate your business.

**Please detach the below section and provide along with payment.**

### Remit To:

thyssenkrupp Elevator Corporation

Attn: Accounts Receivables Dept.

2801 Network Blvd Ste 700

Frisco, TX 75034-1885

Customer Number:	
Payment Reference Number:	ACIA-16ND3IC
Quote Number:	2016-2-281348
Remittance Amount:	\$24,179.05

Customer Name: Titus County Courthouse

Location Name:





# Gold Service Agreement

**Purchaser:** Titus County Courthouse  
100 W 1st St  
STE 202  
Mount Pleasant, TX 75455-4452

Hereinafter referred to as "Purchaser", "you", and "your".

**By:** ThyssenKrupp Elevator Corporation  
100 E Ferguson Ste 1103  
Tyler, TX 75702  
Phone: 903-533-8844  
Fax: 866-296-9459  
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

## GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

**Equipment To Be Maintained**

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
TITUS COUNTY COURTHOUSE	100 W 1st St	TKE	Hydraulic		5

**ThyssenKrupp Elevator Americas**





# Gold Service Agreement

## **Preventative Maintenance Program**

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - o Control and landing positioning systems
  - o Signal fixtures
  - o Machines, drives, motors, governors, sheaves, and wire ropes
  - o Power units, pumps, valves, and jacks
  - o Car and hoistway door operating devices and door protection equipment
  - o Loadweighers, car frames and platforms, and counterweights
  - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

## **Full Coverage Parts Repair and Replacement**

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

## **Maintenance Control Program**

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## **Quality Assurance**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your





# Gold Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

## **Service Requests During Normal Working Days and Hours**

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

## **Overtime Service Requests**

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

## **☒ Service History Website:**

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

## **☐ ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way.





# Gold Service Agreement

ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

☐ **Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

**Product Information**

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

**Safety**

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

**Other**

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.



# Gold Service Agreement

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

## Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

## Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

thyssenkrupp Elevator has provided an alternate to replace the hydraulic jack assembly with the elevator modernization proposal package. Should this alternate not be accepted the packing and wear and tear of the existing jack assembly shall not be included in the scope of this agreement.

## Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment





# Gold Service Agreement

covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies 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. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

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

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

## **Price.**

The price for the services as stated in this agreement shall be One Hundred Eighty Dollars (\$180.00) per month,





# Gold Service Agreement

excluding taxes, payable Annually in advance.

## **Term**

This agreement is effective for Sixty (60) month(s) starting 03/01/2017 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

## **Annual Price Adjustments**

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

## **Overdue Invoices**

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

## **Alternate Payment Plan – Less Than Annual Frequency**

This agreement includes a standard annual payment plan. If an alternate payment plan is selected below as indicated by your acceptance, additional cost will be added to the net billing amount in accordance with the percentages shown:

<b><u>Billing Frequency</u></b>	<b><u>Agreement Price Increase</u></b>	<b><u>Check for Selection</u></b>	<b><u>Purchaser's Initial Acceptance</u></b>
Semi-Annual	1%		
Tri-Annual	2%		
Quarterly	3%		
Monthly	4%		



# Gold Service Agreement

## **Special Considerations**

No Special Considerations.



# Gold Service Agreement

## Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, 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. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

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

ThyssenKrupp Elevator Corporation:	Titus County Courthouse:	ThyssenKrupp Elevator Corporation Approval:
By: _____ (Signature of ThyssenKrupp Elevator Representative)  Dan Cummins Sales Rep dan.cummins@thyssenkrupp.com  _____ (Date Submitted)	By: _____ (Signature of Authorized Individual)  _____ (Print or Type Name)  _____ (Print or Type Title)  _____ (Date of Approval)	By: _____ (Signature of Authorized Individual)  Jeremy Caruthers Branch Manager  _____ (Date of Approval)





Thyssen Krupp Elevator Corporation  
100 E. Ferguson ST  
Tyler, TX 75702

Brian P. Lee  
County Judge  
Titus County

Hydraulic Modernization Bid

RECEIVED  
OCT 25 2016  
TITUS COUNTY JUDGE  
10:02 a.m.



## Schindler Elevator Corporation

### Titus County Courthouse

100 W 1st St Ste 202  
Mount Pleasant, TX 75455-8610



Contact: Mladen Simic  
Telephone: 972-621-2536  
Fax: 972-621-2502  
E-mail: Mladen.Simic@us.schindler.com  
Date: 10/25/2016  
Subject: Schindler Elevator Modernization Proposal

Proposal #: MSIC-A8JUK8  
Project: Titus County Courthouse  
100 W 1st St Ste 202  
Mount Pleasant, TX 75455-8610

Schindler Elevator Corporation is pleased to offer you the following proposal, which includes engineering services, material, and labor, to modernize the project referenced above.

For more than 125 years Schindler Elevator Corporation has been a recognized leader in the development and maintenance of safe, efficient, cost effective people moving systems. Schindler has a unique combination of expertise, innovative products and field resources to modernize equipment in any type of facility and to suit any modernization requirement.

We sincerely hope you will consider taking advantage of the many benefits of a Schindler modernization. We trust you will find our commitment to quality installation, while minimizing inconvenience, a key component in demonstrating our dedication to being your vertical transportation partner.

Schindler Elevator Corporation can offer financing options for the project at competitive rates which are administered by our third party broker. Please see the enclosed brochure for details on our financing plan.

Should you have any questions or require additional clarification about your elevator modernization, please do not hesitate to call me.

Sincerely,

Mladen Simic  
Sales Rep MOD



Subject **Schindler Elevator Modernization Proposal - MSIC-A8JUK8**

Page 1 of 21

Date **10/25/2016**

## Schindler Elevator Corporation

Titus County Courthouse  
100 W 1st St Ste 202  
Mount Pleasant, TX 75455-8610

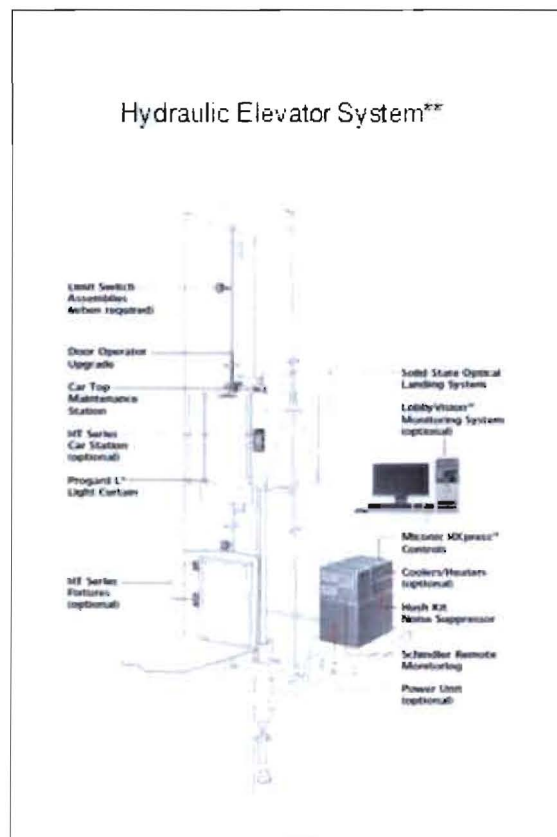
Contact: **Mladen Simic**  
Telephone **972-621-2536**  
Fax **972-621-2502**  
E-mail **Mladen.Simic@us.schindler.com**  
Page 1 of 21  
Date **10/25/2016**  
Subject **Schindler Elevator Modernization Proposal**

Proposal #: **MSIC-A8JUK8**  
Project: **Titus County Courthouse**  
**100 W 1st St Ste 202**  
**Mount Pleasant, TX 75455-8610**

### Project Overview

Below is an outline of the work to be performed during this modernization. We have also included an analysis of the opportunities our technology offers to increase your flexibility in managing and leasing your property and improving your return on investment.

Elevators included in Modernization Proposal			
Number of Units	Type	Unit Number	Reference Name
1	Hydro	01	Bank A







Subject **Schindler Elevator Modernization Proposal - MSIC-A8JUK8**

Page 2 of 21

Date **10/25/2016**

**\*\*Picture is a standard representation of the elevator system. For additional details, please see project scope below**



## Modernization Benefits

A Schindler modernization offers a number of benefits which have been outlined below:

<b>Advantages with Schindler Modernization</b>	<b>Risks from Deferred Modernization</b>
Smooth, reliable performance as a result of precision engineering, expert installers and quality components utilizing digital technology <ul style="list-style-type: none"><li>• Miconic technology has been proven with 50,000+ installations globally, stable platform, high reliability and offers superior ride quality</li></ul>	Poor reliability and potential for higher injury claims and legal costs. Higher operating costs and lower customer satisfaction. Longer wait and travel time for tenants, unreliable ride quality and less system reliability when a car is taken out of service.
Compliance with the latest safety and ADA codes	Potential for higher injury claims and legal costs
Long term product support with parts replacement and maintenance. Schindler's Service Excellence offered long after the modernization.	Lack of consistent technical expertise. Short lifecycle of parts support and design obsolescence.
Improved service from Schindler's Remote Monitoring (SRM) which offers constant monitoring of the elevator equipment and operation and will automatically assign a service call to the technician and provides the four most likely fixes. Allows us to return your car to service more promptly with a higher likelihood of correctly fixing it the first time.	Longer periods of downtime due to troubleshooting. Increased disruptions for tenants and lower customer satisfaction.
Financing may be available based on standard credit qualifications	



**Project Scope - Bank A**

Number of Units	1	Capacity	2000
Type	Hydraulic	Speed	125 fpm
Unit Numbers	01	# of stops	5
Machine Location	Adjacent	# of openings	4 Front, 1 rear

<b>Description of Work</b>	<b>Included in Proposal</b>
<b>Machine Room</b>	
Tank unit and Miconic HX control. Tank unit includes new submersible pump one single speed AC motor, valve, hush kit, and all necessary piping in machine room	Replace
Machine Room Wiring	Replace
<b>Door Operator Front</b>	
Harmonic door operator	Replace
<b>Door Operator Rear</b>	
Harmonic door operator	Replace
<b>Hoistway Door Equipment Front</b>	
5 Set(s) of Hoistway Door Panels per car; Floor (Typical)	Reuse
5 Inter Lock(s) per car; Floor (Typical)	Replace
5 Closer(s) per car; Floor (Typical)	Replace
5 Pick Up assemblies per car; Floor (Typical)	Replace
<b>Car and Hall Fixtures</b>	
5 Hall Stations	Replace
Replace car riding lantern	Replace
Main Car Operating Panel with Position Indicator	Replace
<b>Car and Hoistway</b>	
Car Roller Guide Assemblies	Refurbish
Hoistway Wiring	Replace
Car Wiring	Replace
<b>Jack Assembly</b>	
Cylinder and Piston	Reuse
Packing	Reuse

All other systems and components not noted above will be reused and integrated into the new elevator system.





**Project Scope - Bank A**

Number of Units	1	Capacity	2000
Type	Hydraulic	Speed	125 fpm
Unit Numbers	01	# of stops	5
Machine Location	Adjacent	# of openings	4 Front, 1 rear

<b>Description of Work</b>	<b>Included in Proposal</b>
<b>Machine Room</b>	
Tank unit and Miconic HX control. Tank unit includes new submersible pump one single speed AC motor, valve, hush kit, and all necessary piping in machine room	Replace
Machine Room Wiring	Replace
<b>Door Operator Front</b>	
V50A linear digitally closed loop operator with new car doors	Replace
<b>Door Operator Rear</b>	
V50A linear digitally closed loop operator with new car doors	Replace
<b>Hoistway Door Equipment Front</b>	
5 Set(s) of Hoistway Door Panels per car; Floor (Typical)	Reuse
5 Inter Lock(s) per car; Floor (Typical)	Replace
5 Closer(s) per car; Floor (Typical)	Replace
5 Pick Up assemblies per car; Floor (Typical)	Replace
<b>Car and Hall Fixtures</b>	
5 Hall Stations	Replace
Replace car riding lantern	Replace
Main Car Operating Panel with Position Indicator	Replace
<b>Car and Hoistway</b>	
Car Roller Guide Assemblies	Refurbish
Hoistway Wiring	Replace
Car Wiring	Replace
<b>Jack Assembly</b>	
Cylinder and Piston	Reuse
Packing	Reuse

All other systems and components not noted above will be reused and integrated into the new elevator system.



Subject **Schindler Elevator Modernization Proposal - MSIC-A8JUK8**

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Date **10/25/2016**

### **Clarifications**

1. Our offer is based upon total original designed car weight. If new cabs or cab interiors are being provided, the equipment in our offer has allowed for a 5% maximum increase in total original car weight. We reserve the right to request an add change notice for any discrepancy beyond these limits.



### **Total Work to be Performed - Bank A**

Number of Units	1	Capacity	2000
Type	Hydraulic	Speed	125 fpm
Unit Numbers	01	# of stops	5
Machine Location	Adjacent	# of openings	4 Front, 1 rear

#### **Hydraulic Controller**

Your existing relay control system will be replaced. Reliability and performance can be improved by converting to a new microprocessor control. The new control permits faster addition of new features, now or in the future, and will include on-board LCD screen diagnostics.

#### **Power Unit**

The existing power will be replaced. A new power unit consisting of positive displacement pump, induction motor, master-type control valves combining safety features, holding, direction, bypass, stopping and manual lowering functions will be provided.

#### **Pump Motor**

The existing pump motor will be replaced.

#### **Muffler**

The existing muffler will be replaced. The new muffler will be located in the discharge line near the pump unit designed to dampen and absorb pulsation and noise in the flow of hydraulic fluid.

#### **Scavenger Pump**

The existing scavenger pump will be reused.

#### **Machine Room Shut Off Valve**

The existing manual shut off valve will be reused.

#### **Tank Heater**

A new thermostatically controlled heater device will be provided to maintain the reservoir oil temperature within manufactures specifications for the hydraulic elevator duty.

This unit is capable of producing 1000 Watts or 3400 BTU/Hr. It will require a 20 amp, single phase, 110VAC, dedicated circuit with a duplex receptacle.

#### **Emergency Battery Lowering**

An emergency battery lowering feature (APE) will be provided with the controller. APE is activated if the mainline power to the elevator fails for a continuous time of more than 5 seconds. It utilizes a battery operated rechargeable emergency rescue unit. During a power failure this feature supplies power to the microprocessor, doors, emergency light and power unit valves from the battery power source. All calls are then canceled, the emergency light is illuminated and the car is lowered to the lowest landing and parked. The door open button remains effective. Once at that landing, the doors open to let the passengers out. When the doors close, the APE unit shuts off.





When the main power is restored, the APE unit automatically stops supplying power to the control system and signals to the control system that the main line power is restored. The APE unit is responsible for proper charging of the alternate battery power source.

The APE feature will not supply power to the system if the power is deliberately removed by the manual operation of the main feeder disconnect. To accomplish this an additional contact is required on the mainline disconnect for the APE unit. If a power failure occurs during the use of Hand Switch operation, the APE feature will not operate.

If APE is triggered during FER phase 2 operation, the car remains under the control of the firefighter. Car calls below the car are allowed until the car reaches the bottom landing.

### **Machine Room Wiring**

All new wiring duct and conduit between the hoistway and machine room equipment will be furnished and installed according to applicable codes and in a workmanlike fashion.

### **Machine Room Duct/Conduit**

The existing machine room duct/conduit will be retained and reused.

### **Jack Assembly**

The existing jack assembly will be reused. If the date of the initial installation was before 1974 it may be that these hydraulic elevators were installed with a single bottom jack, now prohibited by code. You hereby represent to us that the units to be modernized under this agreement are not single bottom jack hydraulic elevators. If, in the course of performance of our work, we discover that the units remain single bottom jack units with no upgrade or jack replacement, we will provide you with a proposal for replacement/upgrade. If you do not authorize the proposed work, this agreement will terminate immediately and we will be paid for work performed to date of termination.

### **Oil Feed Line**

The existing oil feedline will be reused.

### **Pit Valve**

The existing pit valve will be replaced. A new automatic pit valve will be provided in the oil supply line at the cylinder inlet. This valve will be used to stop the flow of oil.

### **Top Of Car Inspection Station**

The existing inspection station will be replaced. A new top of car inspection station will be provided as a control panel on top of the elevator car which, when activated, removes the car from normal service and allows the car to run at inspection speed from the car top station only.

### **Car Leveling**

The existing leveling will be replaced. The new system will include the necessary hardware to control the leveling of the elevator at each floor. Leveling accuracy will be within code-accepted standards.

### **Hoistway Leveling**

The existing hoistway leveling vanes will be replaced with new vanes mounted at each floor landing and along with the car leveling sensors provide the necessary feedback to the controller for landing and leveling.

### **Car Wiring**



The existing car wiring will be replaced with all new car wiring to be furnished and installed by applicable codes in a workmanlike fashion.

All wiring will have flame retarding and moisture resistance outer covering. All new wiring will contain Underwriters Laboratories labels. All wiring will be in strict accordance with good wiring practices and in compliance with the National Electric Code and ANSI A17.1 requirements.

#### **Door Operator - Varidor 50, 1SSS (T1)**

A new Schindler Varidor 50A single speed side opening front door operator will be provided. This linear, digital solid state operator will interface with the new controller to provide closed loop door operation. Doors will react quickly to safety sensors while maintaining door-closing speed and force limits within applicable safety standards. Hoistway windage and other environmental conditions that may affect reliability and passenger safety are compensated for with this operator.

#### **Car Clutch**

A mechanical clutch to connect the front car and hoistway door will be provided. The operation of the clutch will provide driving motion of the hoistway doors for full open and full close direction. The drive rollers will remain engaged to prevent separation of the hoistway doors from the car doors.

#### **Door Operator - Varidor 50, 1SSS (T1)**

A new Schindler Varidor 50A single speed side opening rear door operator will be provided. This linear, digital solid state operator will interface with the new controller to provide closed loop door operation. Doors will react quickly to safety sensors while maintaining door-closing speed and force limits within applicable safety standards. Hoistway windage and other environmental conditions that may affect reliability and passenger safety are compensated for with this operator.

#### **Car Clutch**

A mechanical clutch to connect the rear car and hoistway door will be provided. The operation of the clutch will provide driving motion of the hoistway doors for full open and full close direction. The drive rollers will remain engaged to prevent separation of the hoistway doors from the car doors.

#### **Electronic Edge REAR - Proguard L® (Cedes/Gatekeeper 2000)**

The existing electronic door edge will be replaced with a new Proguard L® light curtain. The new edge will detect objects in the path of the closing doors at such a distance that reversal of the doors can be provided without necessarily contacting the detector. The device will provide this operation for a minimum of the lower two-thirds of the opening height.

The device will include photoelectric units that provide protection across the entire opening. The operation will be to maintain the doors in a full open direction if the doors are open and the beams obstructed. Should the doors not be obstructed and in the closing motion the reversal will be dependent on the detector assembly to allow continuous closing until minimum distance to object is reached. An automatic adjustable timed cutout will be provided should the beams become obstructed for an extensive period of time.

#### **Cab Doors - 1SSS (T1), Width <= 36, Height <= 84, 4SS**

The existing doors will be replaced with new 36" x 84" stainless steel #4 finish, single speed side opening door panels.

The door panels will be formed of not lighter than 16 gauge steel and all joints will be welded.



The bottom of the doors will be provided with removable laminated phenolic guides which run in the sill slots. Doors will be reinforced for separate hangers or built to include integral hangers and will contain suitable material for sound deadening.

#### **Gibs (car)**

The present car door gibs will be replaced with new gibs which will be mounted to the bottom edge of horizontally sliding door panels.

#### **Hoistway Sill - Aluminum**

The existing aluminum hoistway sill will be reused.

#### **Hoistway Doors (Floor - Typical) - 1SSS (T1), Width <= 36, Height <= 84, 4SS**

The existing hoistway doors will be retained and relocated.

#### **Gibs (landing) (Floor - Typical)**

The existing landing door gibs will be reused.

#### **Interlock Assembly (Floor - Typical)**

The existing hoistway door interlocks will be replaced. An electro-mechanical interlock will be provided for each hoistway entrance. The interlock system will be a tested and approved system to comply with the applicable codes. The interlocks will prevent operation of the car away from the landing unless the doors are in closed and locked position as defined by applicable codes.

The interlocks will also prevent the opening of a hoistway door from the landing side unless the car is within the landing zone and is either stopped or being stopped at that level. Interlocks will be so located that they are not accessible from the landing side when the hoistway doors are closed.

#### **Track/Hanger/Header (landing) (Floor - Typical)**

The existing landing hangers and tracks will be reused.

#### **Door Closer (Floor - Typical)**

The existing door closer will be replaced.

#### **Hoistway Duct/Conduit**

New wiring duct and conduit will be provided as required. All new wiring duct and conduit between the hoistway and machine room equipment will be furnished and installed according to applicable codes and in a workmanlike fashion. Existing duct and conduit that meet quality of workmanship and applicable codes may be reused.

#### **Travel Cables**

The existing traveling cables will be replaced. All traveling cables will be new and properly suspended between car and hoistway or machine room cable support. All cables will incorporate the specified types of conductors. At a minimum each traveling cable will contain one shielded and jacketed pair. Cables will be supported by steel supporting strands if travel exceeds 150 feet and in a loop compatible to size of cable. The outer covering will be fire resistance and meet Underwriters Laboratories standard test. The cables will be hung free of all contact from hoistway or car equipment. Cables will contain adequate number of conductors to provide a minimum of 10% of spares.





### **Hoistway Wiring**

The existing hoistway wiring will be replaced with all new wiring between the hoistway and machine room equipment\ and installed by applicable codes in a workmanlike fashion.

The hoistway door interlocks' wiring will be replaced with new SF-2 high heat resistance wiring. All other new wiring will have flame retarding and moisture resistance outer covering. All new wiring will contain Underwriters Laboratories labels. All wiring will be in strict accordance with good wiring practices and in compliance with the National Electric Code and ANSI A17.1 requirements.

### **Hanger Rollers**

Existing hanger rollers will be replaced with new rollers which fasten to the top of the doors and allow a fluid horizontal motion of the door panel.

### **Car Rails**

The existing guide rails will be reused.

### **Brackets**

The existing rail brackets will be reused in place. All brackets will be checked for secure fastening. Any missing hardware will be replaced.

### **Pit Ladder**

The existing pit ladders will be reused.

### **Pit Light**

The existing pit light will be reused.

### **Pit Switch**

The existing pit stop switch will be replaced.

### **Platform**

The existing platform will be reused.

### **Toe Guard Apron**

The existing toe guard apron will be replaced.

### **Main COP - Fixed**

The existing main car operating panel will be replaced. A new main car operating panel will be provided in front return panel. The panel will contain floor call buttons corresponding to the number of floors served plus the standard devices of door open, door close, alarm and emergency stop buttons, independent service key switch, fan and light switches as a minimum.

The standard required cluster of devices will be located at a centerline height of 35" from cab floor to comply with handicap requirements. All standard required devices and floor call buttons will have handicap indications adjacent to them.



Appropriate fire fighter's service key switch, jewel, fire and call cancel button, will be provided in car operating panel. Appropriate key switches for functions of the operating system provided will be included. These switches will be clearly identified as to their function.

In lieu of key switches, the devices may be incorporated in a separate covered portion of the COP.

#### **Emergency Light - MCOP**

A new emergency light will be provided in the main car operating panel.

#### **Car Position Indicators - COP**

The existing position indicator(s) in the car operating panel will be replaced. An electronic readout type position indicator(s) will be provided which will give a visual indication of the car position.

As the car travels through the hoistway, the numeral corresponding to the floor at which the car has stopped or is passing will be displayed on the position indicator. Change from one numeral to another will be instantaneous and complete.

The readout size letters will be two inches in height unless herein specified to be of a different size. A blank cover plate will be provided to cover the previous hole if additional cab work is not included.

#### **Car Lanterns**

New car lantern units will be installed to indicate direction. Arrows will illuminate for the direction the car is traveling. An audible sound will indicate the direction of travel.

#### **Landing Push Button Stations - Surface Mount**

The existing hall station fixtures will be replaced with surface mount fixtures. Terminal floors will have single pushbuttons and intermediate floors will have one button for up, and one for down. Any key switches necessary for continued proper operation will be provided with the fixtures if the related feature is provided by this project or for currently existing switches that are functional. The finish of the fixtures will be per project specification.

#### **Hoistway Access Switch Top**

A new keyed switch will be installed at the designated landings that will allow an authorized person to move the elevator at a slow speed, while the car and hoistway doors are open. The technician can then stop it so that the top of the car can be accessed from the corridor landing.

#### **Hoistway Access Switch Bottom**

A new keyed switch will be installed at the designated landings that will allow an authorized person to move the elevator at a slow speed, while the car and hoistway doors are open. The technician can then stop it so that the top of the car can be accessed from the corridor landing.

#### **Braille on Jambs**

Existing Braille plates will be replaced with new Braille plates on each entrance side jamb in a manner compliant with ADA regulations.

#### **Cab - Custom**

The existing cab will be reused.

#### **Cab Returns**



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Date **10/25/2016**

The existing stationary cab returns will be reused.

#### **Ventilation**

The existing cab ventilation will be replaced.

#### **Car Sill**

The existing aluminum car sill will be reused.

#### **Paint Machine Room**

At the conclusion of the modernization project, all equipment shall be cleaned, primed and painted with one field coat of Schindler Elevator's standard color paint.





## **Work by Others**

The owner will provide the following requirements based on ANSI A17.1 Code, the governing code, except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules.

### **Hoistway**

1. Provide 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading or unloading side. Rule 100.6.
2. Provide pit light and GFI outlet. Light switch to be located adjacent to each pit entrance.
3. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards, as required.
4. Cutting and patching walls and floors.
5. Provide a pit access ladder for each elevator, where required.
6. Provide a lockable, self-closing, fire-rated pit door, where required.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas, as required by Local Building Code.

### **Machine Room**

1. Enclose/relocate all non-elevator oriented conduit, ducts and drains from elevator machine room, where required in the machine hoistway and/or pit. Enclosures, when used, need to be two-hour rated.
2. Provide means to regulate control room temperature and humidity between 55° F and 90° F with relative humidity no more than 85% non-condensing. Peak equipment heat release is estimated at a minimum of 6,000 BTU/Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for a Hydraulic unit.
3. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means to remove primary power prior to the application of water must be provided as required by code.
4. Provide new electric wiring from the present disconnect switches to the terminals of the new elevator controllers in the new locations, inclusive of a normal/standby 120 VAC, 15 AMP supply at each controller.
5. Provide connection at the first elevator controller for fire recall operation, where auto-recall is needed to respond to a life safety/fire alarm system.
6. Provide proper lighting in the elevator machine rooms within the vicinity of every controller and mainline disconnect
7. Provide a fused disconnect switch or circuit breaker and a light switch adjacent to the lock jamb-side of the machine room door for each elevator location, per the National Electric Code. Rule 210.5 and NFPA No. 70 Rule 620-51. Provide auxiliary disconnects, as required, based on the elevator contractor's drawings.
8. Provide copper wire feeder and branch wiring circuits to the controller, including a main line switch and convenience outlets.
9. Provide a telephone outlet near an elevator controller in each machine room.
10. Provide a self-closing and locking access machine room door.
11. Provide an "ABC" fire extinguisher.

### **General Requirements**

1. Provide sufficient space for storage of materials on site throughout the duration of the modernization.
2. Provide clear floor space to be used as a work area.



3. If not presently outfitted, each elevator lobby should be equipped with smoke detectors, which can be used to initiate automatic fire recall. Actuation from water flow sensing or the general building alarm may require special approval.
4. Paint new or modified hoistway equipment to match building aesthetics, as required.
5. Provide building signage and floor designations related to other building systems, as required.
6. Provide building corridor lighting sufficient for illumination of elevator landing sills, as required by code.

### **Electrical Requirements**

1. FOR EMERGENCY POWER OPERATION OF ELEVATOR(S): (when required)
  - A. Provide an emergency generator that has the same voltage characteristics as the normal power supply. It should also have the capacity to deliver sufficient power to the main line disconnect switches in the elevator machine room for operating the specified number of elevators used during an emergency at full speed and full load.
  - B. Provide an automatic transfer switch, or switches, for transferring power from normal to emergency power and back again.
2. EMERGENCY POWER OPERATION SIGNAL - The following separate indicating signals will be required from the automatic transfer switch to the machine room communication unit for each group of elevators.
  - A. One dry contact to close on emergency power and open on normal power. Provide two #12 AWG wires.
  - B. Provide one normally open dry contact (pre-transfer) to close 30 to 60 seconds prior to transfer to emergency power or back to normal power. This contact should reopen immediately after actual transfer of power. This is to prevent transfer of power while an elevator is moving, which can occur during the return to normal power or on an operating test. Provide two #12 AWG wires.

Note: When operating elevators on emergency power, a means of absorbing the regenerative energy may be necessary and shall be provide by others.

It is required that the car light, the fan circuits, and the intercom circuit (if supplied), be set to operate from the emergency power supply in accordance with the building code.

3. The permissible voltage drop for elevator feeders shall not exceed 3% between the service delivered to the building and our supply terminal.
4. All three legs of the three phase feeder must be hot with respect to ground and balanced to each other with no more than a 5% variation between individual legs.
5. The maximum permissible voltage variation measured in the machine room under all operating conditions shall not exceed plus or minus 10% of the nominal building supply power source voltage.
6. A 20 amp, single phase, 110VAC, dedicated circuit with a duplex receptacle for the oil heater unit.





## Terms and Conditions

1. Our price for the work proposed is **\$78,750.00 tax exempt.**  
This price is firm for 90 days, and thereafter subject to change without notice.

You agree to the following payment schedule:

35% of the price quoted above upon execution of this Contract;

Balance to be paid in monthly installments equal to 95% of the remaining balance within 30 days of invoice;

Final payment within 30 days of completion of the work.

Any late or overdue payments will bear interest at the rate of 1 1/2% per month. Attorneys' fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract.

We will not release to manufacture until the above initial payment is made as well as all drawing approvals (if applicable) have been completed. We will not turn over equipment prior to receipt of 95% of the price for the work.

2. The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work.
3. The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.
4. The completion of the work as covered by this Agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
5. Schindler reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
6. All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Schindler, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Schindler. The contract date shall be the date of approval by Schindler.
7. The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.





8. Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Schindler shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Schindler in order to avoid delays to Schindler's work.
- 9A. It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Schindler assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Schindler or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement. Schindler shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Schindler's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.
- 9B. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Schindler.
- 9C. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated 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.
10. Schindler guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion or acceptance whichever occurs first, which are not due to ordinary wear and tear or improper use, care or maintenance. The correction of such defects constitutes the limit of our responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
11. We will defend any suit or proceeding brought against you so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to your design, and it is used as sold by us, if notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and we shall pay all damages and costs awarded therein against you. In case said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, we shall at our own expense either: procure for you the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states our entire liability for patent infringement by said equipment or any part thereof.



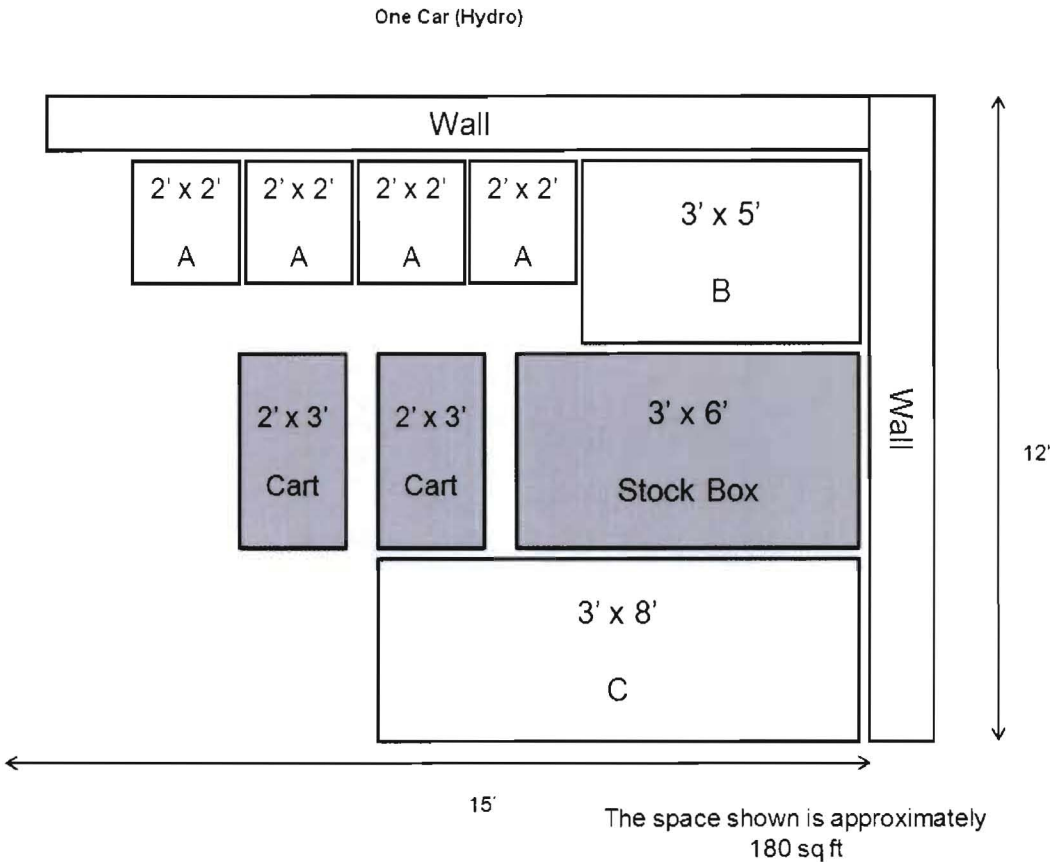
12. Purchaser will have the hoistways and machine room in safe and proper condition and the proper electrical current available as indicated on our attached schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. If storage constraints force double handling of equipment, we will be compensated by you for all additional costs for labor and materials to overcome such obstacles at our standard billing rate. If the locations where the work is to be performed are not ready or are unsafe, we reserve the right not to begin or to discontinue the work. If adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary.

If completion of our work is delayed beyond our control and the following date: \_\_\_\_\_, our price will be increased in proportion to any additional costs to complete, including but not limited to labor rate increases, component material price increases, storage costs, demobilization and remobilization expenses and the like.

13. Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days and after the first observance of the conditions.
14. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/access/object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which will deactivate and remove if the Agreement is terminated.
15. Our bid is based on reusing existing components as is in regard to seismic conditions except as herein noted. Any required changes to existing components resulting from seismic requirements will need to be bid separately.
16. In the event of legislative change to the applicable tax rates, including but not limited sales tax, use tax, excise tax, privilege tax, transaction tax and similar charges, or loss of tax exempt status, Schindler reserves the right to adjust the contract price accordingly.
17. We are not responsible for the removal of any hazardous materials. We will take possession, remove, and dispose any elevator equipment not being reused.



**Storage Requirements**

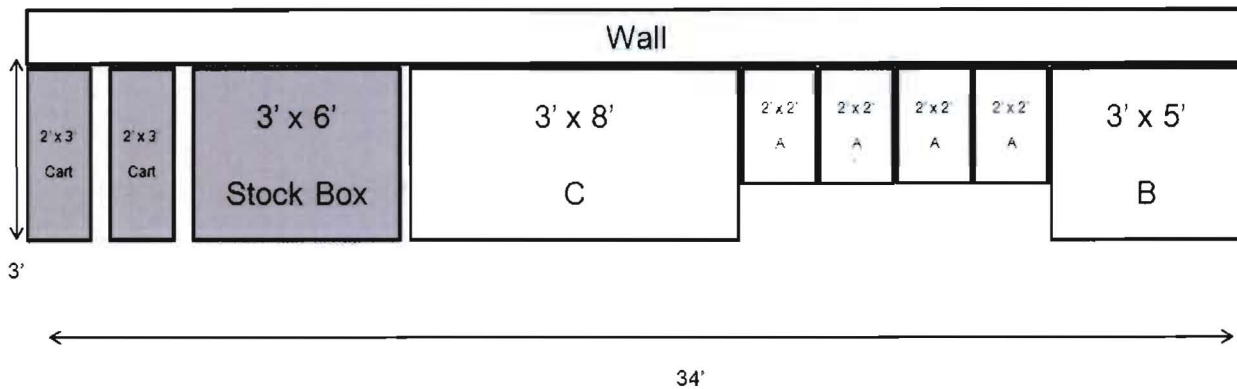


Layout is a basic setup and a guide for typical requirements





One Car (Hydro)



The space shown is approximately  
102 sq ft

Layout is a basic setup and a guide for typical requirements




Subject **Schindler Elevator Modernization Proposal - MSIC-A8JUK8**

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Date 10/25/2016

## Schindler Elevator Corporation

By: **Mladen Simic**

  
\_\_\_\_\_  
(Signature)

Accepted: \_\_\_\_\_  
(Full legal name of Purchaser)

By: \_\_\_\_\_  
(Signature) (Title)

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

∇ Principal or Owner

∇ Agent for Principal or Owner:

(Name of Principal or Owner)  
Titus County Courthouse

Approved: **Schindler Elevator Corporation**

By:

\_\_\_\_\_  
(Signature)

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





Schindler Elevator Corporation  
6631 North Belt Line Road, Suite 130  
Irving, TX 75063-6001  
ADDRESS SERVICE REQUESTED



RECEIVED  
NOV 01 2016  
TITUS COUNTY JUDGE

Titus County  
Attn: Judge Brian P. Lee  
100 W. 1st St., Suite 200  
Mount Pleasant, TX 75455

