

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-00-000-00-00**

THIS CONTRACT is made and entered into this day the _____ of _____, 2007
by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____
("Company").

WHEREAS, Company responded to bids requested for **Elevator Maintenance Service and Repairs** ("the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company

NOW, ~~THEREFORE~~, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County** for Elevator Maintenance Service & Repair. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Agreement for Elevator Modernization.

Submitted to: Hidalgo County
Attn: Purchasing Dept.
100 East Cano
Edinburg, Texas 78539

(Hereinafter Purchaser)

By: ThyssenKrupp Elevator
5449 Bear lane, Suite 406
Corpus Christi, Texas 78405
(800) 334-8984 office - (361) 299-0502 fax

ThyssenKrupp Elevator is pleased to provide the following quotation for elevator modernization at:

Hidalgo County Courthouse
100 North Closner
Edinburg, Texas 78539

Date: June 6th, 2007

ThyssenKrupp Elevator



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PART 1 – GENERAL

- 1.01 This proposal covers the complete modernization of Two(2) Geared Traction Passenger elevator(s) located at Hidalgo County Courthouse - 100 N. Closner - Edinburg, TX 78539. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.
- 1.02 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.
- 1.03 Drawings. ThyssenKrupp Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.
- 1.04 Permits, taxes and licenses. All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, will be paid by ThyssenKrupp Elevator.
- 1.05 Maintenance service. ThyssenKrupp Elevator will furnish a separate maintenance contract to be executed by Owner/Manager.
- 1.06 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.
- 1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 – EQUIPMENT AND SUMMARY OF WORK.

QUANTITY:	Two(2)	POWER UNIT:	TAC 50
CAPACITY:	2500 lbs.	POWER SUPPLY:	480/3/60
SPEED:	200 fpm	LOGIC CONTROL:	Duplex/Microprocessor
STOPS:	Five(5) each	CAR ENCLOSURE:	Remodel Existing
OPENINGS:	Five(5) each	SIGNAL FIXTURES:	Traditional
CAR SIZE: PLATFORM:	Re-use Existing	DOORS:	Re-use Existing
CLEAR INSIDE:	6'-8"w X 4'-1"d	ENTRANCES:	Re-use Existing
TRAVEL:	48'-0" (estimated)	DOOR OPERATION:	HD-03
MACHINE:	Replace Motor	JACK:	N/A
		WIRING:	Remove & Replace All

PART 3 - MODERNIZATION EQUIPMENT FEATURES.

3.01 CAR.

Install new Roller Guide mounting plates. Install new 8" Car Roller Guides. Install & mount new Toe Guard. Install new Hoist Rope Car Shackles & Springs. Install new Electronic Load Weigher and Hitch Plate.

3.02 CAR ENCLOSURE.

Remove & replace existing Car Threshold Sills with new Nickel Silver (High Usage) Sills. Remove & replace existing Ventilation Fans. Install Car Top Handrails & Exit Switches as required by TDLR (Texas Department of Licensing & Regulations). **(Continued on Next Page)**

Remove existing Interior Cab Wall Panels & Lighting. Install new "SnapCabs by Bostock" models Classic I or II. Brochures to be provided and Owner's/Management to select Colors/Designs. Install new #4 Stainless Steel Metal Pan Down Lighting. Furnish Cab Pad Buttons (Hooks) and Two(2) Sets of Cab Pads for handling materials.

3.03 CAR SIGNAL FIXTURES.

Remove existing & install new #4 Stainless Steel Main & Auxiliary Panel Car Stations (Car Operating Push Button Panels) with Fire Service Phase I & II Features with Signage, Standard Keyed Switches, Emergency Light 7 Alarm Bell, Digital Floor Position Indicator with Directional Arrows, Vandal Resistant Floor Push Buttons, Integral Emergency Telephone, and Cast Braille Plates for ADA.

3.04 CONTROL & DRIVE SYSTEMS.

Remove existing Relay Logic Controllers and install new TAC 50 VVVF Microprocessor Duplex Controllers. Includes non-proprietary Machine Room Laptop for Service & Diagnostic Capabilities and Owner's Manuals.

3.05 DOORS & ENTRANCES.

Remove existing Car Door Operators and Motors and install new HD-03 Door Operators. Install new Motors, Restrictor Clutches, Car Door Hanger Tracks, Car Door Hangers, & Car Door Gate Switches. Remove existing Car Door Safety Edges & Electric Eyes and install new "Panaforty" Micro Lights for Door Reversals. Install new Hoistway Door Equipment at all floors which includes new Hatch Tracks, Hangers, Pickup Assemblies, Interlocks & Door Closer Reels.

3.06 GOVERNORS & SAFETIES.

Remove existing and install new 12" Governor with Encoder & Tail Sheave. Remove existing Governor Ropes and replace with new 3/8" Governor Cables.

3.07 HALL SIGNAL FIXTURES.

Remove existing Hall Push Button Fixtures, Hall Lanterns & Hall Position Indicators. Install new #4 Stainless Steel Hall Push Button Fixtures @ All Floors. 1st Floor Fire Service Keyed Switch with Instructional Signage, 1st Floor Hall Position Indicators with Lanterns, Hall Lanterns @ Floors 2 thru 5, Hoistway Access Keyed Switches @ 1st & 5th Floors as required by TDLR. Install new Hoistway Entrance Jamb Braille Identification Plates @ All Floors.

3.08 MACHINES & MOTORS.

Remove existing Generators and Machine Drive Motors. Install new Foot Mounted BJ29 AC Hoist Motors, Velocity Encoder, Brakes & Brake Switch, and Model 620 Rope Grippers required by TDLR (Texas Dept. of Lic. & Reg.'s).

3.09 PIT EQUIPMENT.

Re-use existing Pit Equipment.

3.10 POWER UNITS & JACKS.

N/A.

3.11 ROPES, RAILS & COUNTERWEIGHTS.

Re-use existing Hoist Ropes, Rails & Counterweights. Install new Governor Ropes. Shorten Counterweight Ropes and install new Rope Shackles & Springs. Remove existing and install new 4" Counterweight Frame Roller Guides. Install new Position Transducers and Emergency Limits.

3.12 WIRING.

Remove & replace all existing Hoistway & Traveling Cable Wiring.

3.13 MISCELLANEOUS WORK.

1. Furnish Cranes for Hoisting Materials on/off Roof Top.
2. Install new Fire Alarm System for Elevator Lobby Areas, Machine Room, & Hoistway as required by TDLR.
3. Remove and install new Electrical GFI Plugs, Disconnects & Lighting in Elevator Machine Room. Install new Lighting & GFI Plugs in Elevator Hoistway Pits as required by TDLR.
4. Air Condition Elevator Machine Room as required by TDLR.
5. Knock out Masonry Block Wall in Machine Room for removal and installation of elevator equipment. Replace Masonry Block Wall and re-plaster & paint exterior wall.
6. Install Partial Upper Machine Room Elevated Floor Handrails for Fall Protection and Handrails at each side of Stairs in Elevator Machine Room.

This work is to become part of "**PART 7 – WORK NOT INCLUDED**" located on Pages 5 of 10 & Pages 6 of 10.

3.14 FREE SERVICE WORK.

A Twelve (12) Month Free Service, Regular Time (Monday through Friday, 8:00 AM to 4:30 PM, excluding Weekends and Holidays) is included after the installation and "Final Acceptance" of each of the Modernized Elevator Equipment.

PART 4 – INSTALLATION SEQUENCE AND SCHEDULE.

- 4.01 All work will be performed during regular working hours of regular working days as is customary in the elevator industry.
- 4.02 One Hundred (100) Overtime Working Hours per Elevator (Weekends, Holidays, and/or After Normal Working Hours) are included in this Bid Proposal/Contract. Should more hours of Overtime be requested by Hidalgo County (Management, Judges, Owner's, etc.) due to noise, work place interference or any other reason, a Change Order will be issued for request of payment for any additional Overtime Hours worked by ThyssenKrupp Elevators and/or Sub-Contractors at Hidalgo Counties expense.
- 4.03 One of the elevator(s) will be out of service at all times in the performance of the work as specified. Overtime will be performed at the times when both elevators are needed to be taken out of commission to prevent interruption of public use.
- 4.04 Prior to commencing work, a work schedule will be submitted to the Purchaser.

PART 5 – TESTS.

- 5.01 Emergency fire service. Perform Phase I and Phase II Fire Service tests to conform to applicable codes.
- 5.02 Test reports. Completed copies of test reports will be provided to the Purchaser.
- 5.03 All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these test to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

PART 6 - CLEAN UP AND PURCHASER INSPECTION.

- 6.01 Clean up. ThyssenKrupp Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

- 6.02 Inspection. All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

PART 7 - WORK NOT INCLUDED.

The following work is not included unless specifically addressed in this proposal, and is conditional upon the proper performance of such work by the General Contractor, Owner, Owner's Representative, or other Subcontractors.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Removal of water in pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50°F minimum (90° maximum). Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoistways are utilized, divider beams at suitable points shall be provided for guide rail bracket support. Should additional weight need to be added to the counterweight to balance the cabs, there would be an additional charge added to the contract amount.

Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Pockets or blockouts for signal fixtures.

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. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. 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 will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. A code compliant Life Safety Communication system or suitable dedicated telephone connection to each elevator controller (must be a dedicated line and monitored 24 hours). Instrument in cab by others.

Emergency power supply with 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. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

Purchaser is to provide a bonded N.E.C. compliant service ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the National Safety Code for Elevators and Escalators (ASME A17.1) (where applicable). Cost for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

Purchaser agrees to provide a dry and secure area for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the purchaser after its initial delivery will be at purchaser's expense. All existing equipment removed by ThyssenKrupp shall become the exclusive property of ThyssenKrupp.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site, Purchaser will monitor our work place. Prior to and during our manning of 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 employees or those of our

subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the Purchaser.

PART 8 - SPECIAL CONDITIONS.

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

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

ThyssenKrupp shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.

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 our standard coverage and limits will be an addition to the contract price.

Should loss of or damage to our materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp, unless such loss or damage results from our own acts or omissions.

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

In the event the Purchaser defaults on any payment, or on any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, TX.

PART 9 - TERMS AND CONDITIONS.

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

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

Acceptance of installation. Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

Warranty. We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects.

We make no warranty of merchantability and no warranties which extend beyond the description in this contract, 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 we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

Title and ownership. We retain title to all equipment supplied by us under this contract, 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 this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment 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 our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

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.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

ThyssenKrupp Elevator shall not be liable for 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, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special or contingent damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

INDEMNITY CLAUSE

Purchaser agrees to fully and completely defend, indemnify and hold harmless ThyssenKrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against ThyssenKrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract; regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that ThyssenKrupp Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. Purchaser recognizes its obligation under this clause includes payment of all attorney's fees, costs of court and other expenses of litigation incurred by ThyssenKrupp Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (pre-judgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

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

Purchaser's acceptance of this agreement will constitute exclusively and entirely the agreement for the service 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 similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.

PART 10 - PRICES AND TERMS OF PAYMENT.

We propose to furnish and install the equipment covered in this proposal for the net sum of Three Hundred Sixty-six Thousand Four Hundred Seventy dollars & 00 cents (\$366,470.00).

Payment terms:

30% of Contract Amount to accompany signed contract;

70% of Contract Amount will be billed based upon mutually agreed upon schedule of values.

Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

Progress payments shall be due not later than the fifteenth day of each month for labor and materials furnished through the last day of the preceding month. This shall include materials stored at the job site, at our staging facility, or at any other location you designate at your expense. It shall also include any changes to the contract amount and extra work orders to the extent completed.

The remainder of the contract amount including changes and extra work orders is due at time of completion and approval by local authorities, but prior to turnover for your use. If there is more than one unit in this contract, final payment shall be made separately as each unit is completed.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance, satisfactory to us, that the subsequent payments will be made as they become due. A monthly service charge of 1½% will be due on all amounts not paid within 30 days.

ACCEPTANCE OF PROPOSAL: This proposal is submitted for acceptance within 30 days from date executed by us.

This proposal, when accepted by the Purchaser, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or addition to this contract will be recognized unless made in writing and properly executed by both parties.

Accepted:

HIDALGO COUNTY PURCHASING DEPARTMENT

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

ThyssenKrupp Elevator Corporation
5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405

By: _____
(Signature of ThyssenKrupp Representative)

Gregory S. Laznovsky - Sales manager
(956) 592-0210

Date: _____

Approved by: _____

Title: Branch Manager Date: _____