



TCPN CONTRACT INFORMATION

ThyssenKrupp



Contract:	Elevator Products and Services
Awarded Vendor:	ThyssenKrupp Elevator Corporation
TCPN Contract Number:	R4679 (All PO's must reference "Per TCPN Contract")
Contract Expiration Date:	May 31, 2010
Number of Annual Renewals:	1
Approved Products/Services:	
Order Placement:	Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."
Pricing:	Contact vendor for pricing.
Other:	
Other:	
Online Ordering Availability:	Not Available
Freight/Delivery:	
Vendor Contact:	Bill Harrison National Acc. Mgr. TF: (800) 725-5207 PH: (972) 785-3250 bill.harrison@thyssenkrupp.com
Vendor Website:	http://www.thyssenkruppelevator.com
Vendor MWBE/HUB Status:	Not Certified
TCPN Authorizing Statutes:	
TCPN Order Processing:	


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Agreement for Elevator Modernization.

Submitted to: Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
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 Administration Building
100 E. Cano
Edinburg, Texas 78539
Re: TCPN Contract #R4579

Date: July 15th, 2009

ThyssenKrupp Elevator



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PART 1 – GENERAL.

- 1.01 This proposal covers the complete modernization of Four (4) Hydraulic Passenger elevator(s) located at the "Hidalgo County Administration Building" at 100 E. Cano - Edinburg, Texas 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:	Elev. 1 & 2	POWER UNITS:	Elev. 1 & 2 EP-215
QUANTITY:	Elev. 3 & 4	POWER UNITS:	Elev. 3 & 4 EP-50
CAPACITY:	Elevators 1 & 2 – 3500 lbs.	POWER SUPPLY:	Elev. 1 & 2 - 460/3/60
CAPACITY:	Elevators 3 & 4 – 1250 lbs.	POWER SUPPLY:	Elev. 3 & 4 – 200/3/60
SPEED:	Elev. 1 & 2 – 125/150 fpm	LOGIC CONTROL:	TAC-22 Microprocessor
SPEED:	Elev. 3 & 4 – 75/100 fpm	LOGIC CONTROL:	TAC-22 Microprocessor
STOPS:	5 Stops on Elev. 1 & 2	CAR ENCLOSURE:	Elev. 1 & 2 - Remodel
STOPS:	2 Stops on Elev. 3 & 4	CAR ENCLOSURE:	Elev. 3 & 4 - Reuse
OPENINGS:	5 Front on Elev. 1 & 2	SIGNAL FIXTURES:	New Traditional
OPENINGS:	2 Front on Elev. 1 & 2	SIGNAL FIXTURES:	New Traditional
CAR PLATFORM:	Reuse Existing	CAR DOORS:	Elev. 1 & 2 New #4 S. S.
CAR PLATFORM:	Reuse Existing	CAR DOORS:	Elev. 3 & 4 - Reuse
CLEAR INSIDE:	Elev. 1 & 2 - Existing	ENTRANCES:	Re-Clad w/#3 S. S.
CLEAR INSIDE:	Elev. 3 & 4 - Existing	ENTRANCES:	Reuse Existing
TRAVEL:	Elev. 1 & 2: 53' – 10"	DOOR OPERATION:	New HD-98
TRAVEL:	Elev. 3 & 4: 11' – 10"	DOOR OPERATION:	New HD-98
JACKS & PISTONS:	Elev. 1 & 2 – Reuse	WIRING:	New on Elev. 1 & 2
JACKS & PISTONS:	Elev. 3 & 4 - New	WIRING:	New on Elev. 3 & 4

PART 3 - MODERNIZATION EQUIPMENT FEATURES.

3.01 CAR SLING & PLATFORM on ELEVATORS #1, #2, #3 & #4:

Reuse existing equipment on all elevators

3.02 CAR ENCLOSURE on ELEVATORS #1 & #2:

- A. Cab: Reuse Existing Cab. Replace Applied Panels with New Interior from “Snap-On Cabs – By Bostock” using “Classic I” or “Classic II” Designs. Include #4 Stainless Steel Base, Reveals, and 1 ½” Cylindrical Handrail at Rear Walls.
- B. Ceiling: Replace Existing Suspended Ceiling Frames and Translucent Panels with new Suspended Ceiling Frames and Translucent Panels.
- C. Car Doors: Replace Car Doors with #4 Stainless Steel Center Opening. Include New Tracks, Hangers, Gate Switch, Restrictor Cutch, and Janus Edges.
- D. Car Sill: Remove and replace with New Nickel Silver Threshold Sill.
- E. Flooring: “By Others”.

3.03 CAR ENCLOSURE on ELEVATORS #3 & #4:

Reuse existing Cabs including Walls, Ceilings, and Sills. Remove & Replace Car Doors with new #4 Stainless Steel.

3.04 CAR SIGNAL FIXTURES on Elevators #1, #2, #3 & #4:

Remove existing and install new #4 Stainless Steel COP's (Car Operating Push Button Panels) which includes Fire Service Phase I & II features with Signage, Standard Keyed Switches, Emergency Light & Alarm Bell, Digital Floor Position Indicator with Directional Arrows, “Traditional” Car Push Buttons, Integral Emergency Telephone(s), & Cast Braille Plates to comply with ADA regulations.

3.05 CONTROL & DRIVE SYSTEMS on ELEVATORS #1, #2, #3 & #4:

Remove existing Controllers on Elevators #1, #2, #3 & #4 and install new TAC 22 Group Microprocessor Controllers (Quantity 4 Controllers). Includes non-proprietary Owners Manuals and Machine Room Controllers OST's (On-Board Service Diagnostic Tools).

3.06 DOORS & ENTRANCES on ELEVATORS #1 & #2:

Remove existing Car Door Operators and Motors and install new HD-98 Closed Loop Door Operators. Install new Motors, Restrictor Clutches, Car Doors, Car Door Hanger Tracks, & Car Door Gate Switches. Remove Car Door Safety Edges and install new “Panaforty” Micro Lights for Door Reversals. Install new #4 Stainless Steel Hoistway Doors and have Brownsville Sheet Metal Company apply #3 Stainless Steel Clad on all Hoistway Entrances located on 1st, 2nd, 3rd, 4th & 5th Floors of Main Passenger Elevators #1 & #2.

3.07 DOORS & ENTRANCES on ELEVATORS #3 & #4:

Remove existing Car Door Operators and Motors and install new HD-98 Closed Loop Door Operators. Install new Motors, Restrictor Clutches, Car Doors, Car Door Hanger Tracks, & Car Door Gate Switches. Remove Car Door Safety Edges and install new “Panaforty” Micro Lights for Door Reversals. Install new #4 Stainless Steel Hoistway Doors and have Brownsville Sheet Metal Company apply #3 Stainless Steel Clad on all Hoistway Entrances located on 1st & 2nd Floors of Passenger Elevators #3 & #4.

3.08 HALL SIGNAL FIXTURES on ELEVATORS #1, #2, #3 & #4:

Remove & replace all Hall Push Button Fixtures. Install new #4 Stainless Steel "Easy Riser – Traditional" Fixtures which include Illuminated Push Buttons, Fire Service Keyed Switches, Acid Etched Instructional Fire Service Signage, Appendix "O" Plastic Inserts Signage and Hoistway Access keyed switches.

3.09 PIT EQUIPMENT on ELVATORS #1, #2, #3 & #4:

Remove & replace Pit Equipment on Elevators #3 & #4. Reuse Pit Equipment on Elevators #1 & #2.

3.10 POWER UNITS & JACKS on ELEVATORS #1, #2, #3 & #4:

Remove and replace all Power Units on Elevators #1, #2, #3 & #4. Reuse Jacks & Pistons on Elevators #1 & #2. Remove and replace Jacks & Pistons on Elevators #3 & #4.

3.11 WIRING on ELEVATORS #1, #2, #3 & #4:

Remove & replace all existing Hoistway & Traveling Cable Wiring on all Four(4) Elevators.

3.12 MAINTENANCE / SERVICE:

Initial Maintenance Service: Beginning at Substantial Completion and/or "Final Acceptance" of each individual elevator, 12 months', 24/7 Call Backs with full maintenance service is included along with monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Perform maintenance, including emergency callback service, during normal working hours.

3.13 MISCELLANEOUS WORK.

ThyssenKrupp Elevator has included in the "Scope of Work" and will furnish the following:

1. Furnish Fork-Lifts for handling Materials.
2. Furnish Air Compressors for installation of Jacks & Pistons.

The following items will be the responsibility of the Building Owner and/or General Contractor:

1. Upgrade Fire Alarm System for Elevator Lobby Areas, Machine Room, & Hoistway as required by code to comply with TDLR(Texas Department of Licensing & Regulations) codes and/or the codes established by "The City Edinburg".
2. 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.
3. Air Condition and/or Ventilate Elevator Machine Room as required by TDLR.
4. Remove Elevator Machine Room Doors if needed for removal and installation of the elevator equipment. The Elevator Machine Room & Door on Elevator #3 will need to be redesigned and rebuilt by Architect, General Contractor, other Sub-Contractor to comply with State & Local Codes
5. This work is to become part of "PART 7 – WORK NOT INCLUDED" located on Pages 6 of 10 & Pages 7 of 10.

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 of the elevator(s) will be out of service at all times in the performance of the work as specified.

4.03 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.

INDEMNIFICATION CLAUSE

Purchaser is indemnified for those claims which are proven to have arisen out of the acts, actions, omissions, or neglect of ThyssenKrupp Elevator, but not for those acts, actions, omissions, or neglect of the Purchaser. Claims containing allegations that the acts, actions, omissions, or neglect of both ThyssenKrupp Elevator and Purchaser have contributed in causing the accident are not subject to indemnification unless and until it is determined that Purchaser's own acts, actions, omissions, or neglect did not contribute to the claim and/or accident. When ThyssenKrupp Elevator is obligated to indemnify Purchaser under this provision, ThyssenKrupp Elevator will pay and/or reimburse Purchaser for monies paid to defend, settle or satisfy judgment on the claim.

ADDITIONAL INSURED CLAUSE

Purchaser is covered for those claims which are proven to have arisen out of the acts, actions, omissions, or neglect of the ThyssenKrupp Elevator, but not for those acts, actions, omissions, or neglect of the Purchaser. Claims containing allegations that the acts, actions, omissions, or neglect of both ThyssenKrupp Elevator and Purchaser have contributed in causing the accident are not subject to coverage of the additional insured unless and until it is determined that Purchaser's own acts, actions, omissions, or neglect did not contribute to the claim and/or accident. When this additional insured provision is applicable, coverage will be provided consistent with ThyssenKrupp Elevators insurance policy, including the costs of defense and satisfaction of any settlement or judgment.

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 \$375,390.00 + Performance Bond of \$1,455.00 dollars (100% of Contract Price) = \$376,855.00 (Three Hundred Seventy-six Thousand Eight Hundred Fifty-five dollars & no/100's cents). This contract is in accordance with TCPN (The Cooperative Purchasing Network) pricing. ThyssenKrupp Elevator TCPN Vendor No.: #R4679.

Payment terms:

50% of Contract Amount to accompany signed contract;

25% of Contract Amount due upon delivery of materials;

25% 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, 25% upon delivery of materials and 25% upon completion "Final Acceptance" and turnover of elevator equipment.

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:

COUNTY OF HIDALGO

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

By: _____
(Signature of Authorized Individual)

By: _____
(Signature of ThyssenKrupp Representative)

(Printed or Typed Name)

Gregory S. Laznovsky - Sales Manager
(956) 592-0210 cell

Title: _____ Date: _____

Date: _____

Approved by: _____

Title: Contract Administrator Date: _____

ThyssenKrupp Elevator



ThyssenKrupp

Hydraulic Estimate Survey

Building Name	Hidalgo County Admin. Bldg.	Date	7/15/09
Branch	077 - Corpus Christi, TX	Quote No.	8-4584
Consultant	None		
Salesperson	Gregg Laznovsky		
Type of Bid:	<input checked="" type="checkbox"/> Scope of Work <input type="checkbox"/> Specifications	Addendums Included	None
Exceptions:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> None	Maintained By:	TKE
Clarifications:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> None		

Bid Summary	Sell Price	\$376,856	CODE	2007
	Mark Up	11.54%		
	Gross Margin	9.96%		
	Taxes on Total Contract Price (enter X)			
	<i>(Leave blank for tax on material only)</i>			

	100%	100%	100%	100%	100%	JOB TOTALS
Labor Efficiency	100%	100%	100%	100%	100%	
Type of Service:	Passenger	Passenger	Passenger			
Existing Equipment:	KONE	ESCO	ESCO			
Number of Stops:	5	2	2	0	0	
Elevator Group:	1	2	3	4	5	
Elevator Numbers:	1 & 2	3	4	0	0	
Units per Group	2	1	1	1	1	
10: Factory Material	\$37,926	\$18,063	\$18,063	\$0	\$0	\$74,052
20: Purchased Material	\$21,020	\$2,630	\$2,380	\$0	\$0	\$26,030
SUBTOTAL MATERIAL	\$58,946	\$20,693	\$20,443	\$0	\$0	\$100,082
50: Sub Contract Work	\$7,800	\$1,500	\$1,500	\$0	\$0	\$10,800
60: Labor	\$104,058	\$41,246	\$41,246	\$0	\$0	\$186,550
70: Expenses	\$16,018	\$5,903	\$5,903	\$0	\$0	\$27,824
80: Jack Hole	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL LABOR & EXPENSES	\$127,876	\$48,649	\$48,649	\$0	\$0	\$225,174
TOTAL COST MAT, LAB, EXP	\$186,822	\$69,342	\$69,092	\$0	\$0	\$325,256
MARK UP ON COST	\$21,559	\$8,002	\$7,973	\$0	\$0	\$37,535
99: Taxes	\$0	\$0	\$0	\$0	\$0	\$0
99: Interim Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
99: Free Service	\$7,800	\$2,400	\$2,400	\$0	\$0	\$12,600
Price before Bond	\$216,182	\$79,744	\$79,465	\$0	\$0	\$375,390
Performance Bond	Enter Percentage Required			100%		\$1,465
SELL PRICE						\$376,856

Unit Cost **\$108,091** **\$79,744** **\$79,465** **\$0** **\$0**

Labor Recap in Team Hours (per elevator)

Labor Guide Hours	317	252	252	0	0
Percentage to Standard	100%	100%	100%	#DIV/0!	#DIV/0!
Actual Bid Hours	317.3	251.5	251.5	0.0	0.0

Labor Recap in Team Hours (per Group)

Actual Hours per Group	635	252	252	0	0
Actual Weeks per Group	15.9	6.3	6.3	0.0	0.0

Totals
1138
28.4

Overtime Hours in Bid	0	0	0	0	0
Blended Labor Rate with OT	\$164.00	\$164.00	\$164.00	\$164.00	\$164.00

Alternate Bids:

Number	Description	Sell Price
1	0	\$0
2	0	\$0
3	0	\$0
4	0	\$0
5	0	\$0

Non Working Foreman on Site: (Place X in box if required)		Rate:	\$115
Enter # of Weeks Foreman is required on Job Site:		(70% of bid rate, override as required)	
Dollars added to Group 1 Labor Pool	\$0		

APPROVALS	Modernization Manager		Date	
(Version 052206)	Modernization Supervisors		Date	

