

# Omnia Partners Group — Contract # R200502

## for the Protection of Vertical Transportation Equipment



A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 1st day of October, 2021 by and between Williamson County Tx, a political subdiviison of the State of Texas, having an address of 3101 SE Inner Loop Georgetown, TX 78626 (hereinafter referred to as "County"), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate North Circle SE Suite 500 Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and County or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

- B. The County is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and
- C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

### 1. BACKGROUND

The County and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of County's vertical transportation equipment as further described in this Agreement. Under the Agreement the County may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by County. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the County.

### 2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

- (a) Each individual location requirement (as specified at the time of ordering by the County). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the County and the Service Provider and provided to the Service Provider;
- (b) This Agreement;
- (c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

### 3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the County on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep County's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service County's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's 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. County 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, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider 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. Any work not specifically covered under this agreement shall be at County's sole expense.

The Service Provider may propose changes to the Services by informing the County in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

#### **Pledge of County Satisfaction**

- 3.1 In the event that County elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.
- 3.2 The County and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:
  - a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
  - b) Agree to mutual objectives and timescales;
  - c) Assess the overall performance of this Agreement by each party;
  - d) Review business implications, targets and risks;
  - e) Review whether this Agreement is being conducted in the spirit it was intended; and
  - f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

#### **4. INDEPENDENT CONTRACTOR RELATIONSHIP:**

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of County. County shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

#### **5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to County's specific equipment.

**6. ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for County's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot County's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in County's equipment.

**7. EXTENT OF COVERAGE:**

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

**7.1 TRACTION ELEVATORS:**

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of County.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of County.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to County's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to

make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the County's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of County's negligence or County's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

## 7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

## 7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

## 8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in County's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

## 9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the County, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

## 10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

## 11. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of one (1) years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive one (1) year periods thereafter, unless either party timely serves written notice upon the other

party of its intention to cancel at least ninety (90) days before the end of the initial one ( 1 ) year period, or ninety (90) days before the end of any subsequent one (1) renewal period. Time is of the essence.

**The term (length of contract) of maintenance agreements signed under the Omnia Contract may exceed the term of the Omnia Agreement. The terms and conditions of the Omnia Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the Omnia members request provided, they are in accordance with local laws and regulations.**

## 12. AFTER HOURS WORK

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Platinum" within the Exhibit "A", any overtime work requested by the County, County agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

## 13. PRICING:

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the County. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide County with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to County of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the County during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable County shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

## 14. INSURANCE REQUIREMENTS:

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to County.

Before the commencement of the Services, Service Provider shall submit to County a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to County.

Workers' Compensation    Statutory Limits

Employer's Liability                    \$1,000,000 each accident  
                                                  \$1,000,000 policy limit-disease  
                                                  \$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:                    \$2,000,000 each occurrence – BI & PD  
                                                  \$2,000,000 general aggregate  
                                                  \$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of \$2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

**15. COUNTY RESPONSIBILITIES:**

*Product Information.* County agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. County agrees to authorize Service Provider 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 County's property.

*Safety.* County agrees 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. County agrees to report immediately any condition that may indicate the need for correction before the next regular examination. County agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. County agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. County agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. County also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, County will contract with others for removal and the proper handling of such liquids.

*Other.* County agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. County agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, County agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

*Items Not Covered.* Service Provider does 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, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

## 16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the County only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

## 17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

## 18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the County's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

## 19. ASSIGNMENT

County may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the County; use subcontractors for the performance of any Services purchased by the County under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the County under this Agreement or a local agreement.

## 20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the County shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

## 21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the County to act in a like manner. Should the County suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

**22. MISCELLANEOUS**

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party’s right to future performance of such provision and the other party’s obligations in respect of such future performance shall continue in full force and effect.

22.5 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 thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 County hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. County further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the County and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

**23 NOTICES:**

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

**FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR COUNTY HERE**

TK Elevator Corporation  
3100 Interstate North Circle SE Suite 500  
Atlanta, GA 30339  
Attn: International Account Contract Administrator

**FILL IN FAX NUMBER**

This Agreement has been prepared in duplicate, of which each party has received a copy.

ACCEPTED:

**PURCHASING COMPANY NAME**

**TK ELEVATOR CORP.**

BY: \_\_\_\_\_  
Signature of Authorized Individual

BY: Rebeca O'Connor

TITLE: \_\_\_\_\_

TITLE: Branch Account Executive

DATE: \_\_\_\_\_

DATE: 8/09/2021

**TK CORP. APPROVAL:**

BY: \_\_\_\_\_

TITLE: National Accounts Executive

DATE: \_\_\_\_\_

Exhibit "A"  
Williamson County - Platinum Service Agreement  
Fiscal 2022

TK Elevator agrees to maintain Counties 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.

Building Name	Unit Location	City	Postal Code	Unit Serial #	Contract #	2021 Monthly Contract	Billing Frequency
355 TEXAS AVE BLDG	355 TEXAS AVE	ROUND ROCK	78664-2565	██████	██████	\$ 220.38	Annually
WMSN CO ANNEX	100 WILCO WAY	GEORGETOWN	78626-2595	██████	██████	\$ 239.76	Annually
WMSN CO ANNEX	100 WILCO WAY	GEORGETOWN	78626-2595	██████	██████	\$ 239.76	Annually
WMSN CO COURTHOUSE	710 S MAIN ST	GEORGETOWN	78626-5703	██████	██████	\$ 231.40	Annually
WMSN CO GARAGE	305 W 4TH ST	GEORGETOWN	78626-5619	██████	██████	\$ 231.40	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	██████	██████	\$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	██████	██████	\$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	██████	██████	\$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	██████	██████	\$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	██████	██████	\$ 208.79	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	██████	██████	\$ 239.98	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	██████	██████	\$ 239.98	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	██████	██████	\$ 239.98	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	██████	██████	\$ 239.98	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	██████	██████	\$ 219.41	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	██████	██████	\$ 219.42	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	██████	██████	\$ 219.41	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	██████	██████	\$ 205.43	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	██████	██████	\$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	██████	██████	\$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	██████	██████	\$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	██████	██████	\$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	██████	██████	\$ 219.42	Annually
WMSN CO MUSEUM	716 S AUSTIN AVE	GEORGETOWN	78626-5709	██████	██████	\$ 205.69	Annually
WMSN CO NORTH CAMPUS EMS TRAINING	3189 SE INNER LOOP	GEORGETOWN	78626-6388	██████	██████	\$ 234.34	Annually
WMSN CO PR 2-CP	350 DISCOVERY BLVD	CEDAR PARK	78613-2260	██████	██████	\$ 205.75	Annually
WMSN CO TAYLOR ANN	412 VANCE ST	TAYLOR	76574-3506	██████	██████	\$ 231.40	Annually

Contract Monthly Price

\$ 6,004.48





# Work Order – Inspection Proposal

Date: July 28, 2021  
 Attention: Jeff Hancock / Christi Stromberg  
 Williamson County Facilities  
 Address: 3101 SE Inner Loop  
 City: Georgetown, TX 78626-6317

Building: Williamson County  
 Address: see attached list  
 Contract #: US [REDACTED] (C201US)  
 Serial #: 25 units: see attached list

**Provide billing address if different from the mailing address above:**

Rt: 23

Purchaser authorizes TK Elevator to perform the following described work on the subject elevators in the above referenced building:

Our records indicate the Annual Safety Tests for your elevators are due by **January 9, 2021**. The following is our proposal to have the annual safety tests, as required by the State of Texas and the American National Standard Safety Code, witnessed by a QEI Inspector and certified with the State. This covers the cost of providing your choice of a QEI inspector from a list of TKE-approved vendors, plus coordination, notification, transportation, scheduling, handling, and processing.

The cost for providing the inspections and the additional services listed above will be **\$11,246.00**. Inspection fees are not taxable. This does not include the filing fee for the Certificate of Compliance.

TK Elevator will exercise caution and care in the performance of this testing, but will not be responsible for any damage done to the building structure or equipment occasioned by these tests.

### **IMPORTANT OWNER INFORMATION:**

*Once you have received your Inspection Report, you as the real property owner, or agent for the real property owner, are **required by law** to file a copy of each Inspection Report, one (1) per elevator or escalator, and a \$20.00 filing fee per unit, with: The Commissioner of the Texas Department of Licensing and Regulation Executive Offices, P.O. Box 12157, Austin, Texas 78711. There is a 30-day period from the actual date of inspection to comply with the TDLR letter of code violations.*

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of TK Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, 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. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

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

**AGREEMENT:** unless otherwise stated, you agree to pay as follows: a minimum of **50%** upon signed acceptance and the balance upon completion. If this proposal meets with your approval, please **return one (1) signed copy** with your payment to the **Austin address** listed below.

**Accepted:** Please **execute completely** to ensure current contact information in our data base

**WILLIAMSON COUNTY FACILITIES**

By: \_\_\_\_\_  
 (Signature of Authorized Individual)

\_\_\_\_\_  
 (Printed or Typed Name)

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

Contact Person \_\_\_\_\_


Telephone No: \_\_\_\_\_ Ext: \_\_\_\_\_

Send report(s) to this

Email Address: \_\_\_\_\_

Building Access Issues?: \_\_\_\_\_

**TK ELEVATOR CORPORATION**  
**3615 Willow Springs Road**  
**Austin, Texas 78704**

By:   
 (TK Elevator Representative)

Krissy Rhoades, QEI Coordinator  
 (512) 486-1010, fax: (866) 768-9304  
[krissy.reeder@tkelevator.com](mailto:krissy.reeder@tkelevator.com)

Date: July 28, 2021

Approved by: \_\_\_\_\_

Title: Sales Mgr Date: \_\_\_\_\_

**WILLIAMSON COUNTY  
ELEVATOR EQUIPMENT  
SAFETY TESTS DUE DURING THE MONTH OF JANUARY 2021**

CONTRACT #: US [REDACTED] (C201US)

<u>JOB NAME AND ADDRESS</u>	<u>ELEV #</u>		<u>SERIAL #</u>	<u>US #</u>	<u>ELBI</u>	<u>DECAL #</u>	<u>CAPACITY</u>	<u>SPEED</u>	<u>PRICE</u>
<b>JUSTICE CENTER - SOUTH</b> 405 MARTIN LUTHER KING GEORGETOWN 78626	1	DOVER OIL	[REDACTED]	US90099	2654	013824	2500	125	\$410
	2	DOVER OIL	[REDACTED]	US90100		013823	2500	125	\$410
	3	DOVER OIL	[REDACTED]	US90101		013822	2100	100	\$410
	4	DOVER OIL	[REDACTED]	US90102		043117	2100	100	\$410
	5	DOVER OIL	[REDACTED]	US90103		013821	2100	100	\$410
<b>JUSTICE CENTER - NORTH</b> 405 MARTIN LUTHER KING GEORGETOWN 78626	6	TKE OIL	[REDACTED]	US90388	18599	057609	5000	150	\$410
	7	TKE OIL	[REDACTED]	US90390		057608	3500	125	\$410
	8	TKE OIL	[REDACTED]	US90521		057754	3500	125	\$410
	9	TKE OIL	[REDACTED]	US90389		057607	3500	125	\$410
<b>WILLIAMSON COUNTY JAIL</b> 508 S ROCK ST GEORGETOWN 78626	1	DOVER OIL	[REDACTED]	US90104	2525	013814	3500	125	\$410
	2	DOVER OIL	[REDACTED]	US90105		013813	4000	125	\$410
	3	DOVER OIL	[REDACTED]	US90106		013820	4000	125	\$410
	4	DOVER OIL	[REDACTED]	US90107		013819	2500	125	\$410
	5	DOVER OIL	[REDACTED]	US90108		013818	4500	125	\$410
<b>JAIL EXPANSION</b> 508 S ROCK ST GEORGETOWN 78626 out of srvc per inspctn 1/22/07	6	TKE OIL	[REDACTED]	US90384	2525	055628	4500	150	\$410
	7	TKE OIL	[REDACTED]	US90385		055649	2500	200	\$410
	8	TKE OIL	[REDACTED]	US90386		055650	4500	200	\$410
	9**	TKE OIL	N/A						
10	TKE OIL	[REDACTED]	US90387		055651	2500	200	\$410	
<b>GARAGE</b> 305 W 4TH ST GEORGETOWN 78626	1G	TKE OIL	[REDACTED]	US90325	16963	051476	3500	150	\$410
<b>PRECINCT 2, CEDAR PARK ANNEX</b> 350 DISCOVERY BLVD CEDAR PARK 78613	1	DOVER OIL	[REDACTED]	US89519	12088	035115	2100	100	\$410
<b>TAYLOR ANNEX</b> 412 VANCE ST TAYLOR 76574	1	DOVER OIL	[REDACTED]	US89521	14247	043985	2500	95	\$586
<b>HISTORY MUSEUM</b> 716 S AUSTIN AVE GEORGETOWN 78626	1	TKE OIL	[REDACTED]	US90326	17244	055617	2000	100	\$410
<b>355 TEXAS</b> 355 TEXAS AVE ROUND ROCK 78664	1	OTIS OIL	[REDACTED]	US333766	16725	044548	2500	100	\$410
<b>COURTHOUSE</b> 710 S MAIN ST GEORGETOWN 78626	1	SCHINDLER OIL	[REDACTED]	US313004	30170	065369	2100	150	\$410
<b>NORTH CAMPUS FACILITIES</b> 3189 SE INNER LOOP GEORGETOWN 78626	1	SCHINDLER OIL	[REDACTED]	US361585	41988	97372	4000	110	\$410
<b>GEORGETOWN ANNEX</b> 3189 SE INNER LOOP GEORGETOWN 78626	1	TKE OIL	[REDACTED]	US442274	42623	93139	3500	150	\$410
	2	TKE OIL	[REDACTED]	US442275	42623	91340	3500	150	\$410

**TOTAL \$11,246**

TOTAL PRICE FOR 27 ELEVATORS  
27 OILDRAULIC

## Terms and conditions.

TK Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us 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.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree 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 those of our subcontractors, the work place will be monitored, and prior to and during our 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 our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold thyssenkrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your 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 your responsibility.

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.

## 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 TK 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 attorneys' fees, costs of court and other expenses of litigation incurred by TK 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 (prejudgment 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.

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

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by TK Elevator shall become the exclusive property of TK Elevator.

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 extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession 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 financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

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

You shall bear all cost(s) for any re-inspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

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

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

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.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, Texas.

The rights of TK Elevator under this agreement shall be cumulative and the failure on the part of the TK 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 TK 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 agreement.

In the event any portion of this agreement 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 agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.