

**RFP #080420**

# Repair Work Order



## Collin County Courthouse

March 08, 2021

Purchaser: Ntll-Collin County  
Address: 2300 Bloomdale Rd Ste 3160  
Mckinney, TX 75071-8517

Location: Collin County Courthouse  
Address: 2100 Bloomdale Rd  
Mckinney, TX 75071-8318

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **One Hundred Twenty Eight Thousand Two Hundred Twenty Four Dollars and Seventeen Cents (\$128,224.17)** plus any applicable sales tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

## Summary:

| Elevator | Description            | Repair category |
|----------|------------------------|-----------------|
| 11       | Water Intrusion Repair | Operational     |

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 214 7965152 .

We appreciate your consideration.

Regards,

Court Bookhout  
thyssenkrupp Elevator Corporation  
4355 Excel Pkwy Ste 800  
Addison TX 75001  
court.bookhout@thyssenkrupp.com | +1 214 7965152

**Notice:**

No permits or inspections by others are included in this work, unless otherwise indicated herein.  
Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.



# Repair Work Order

## Scope of Work

TK Elevator will provide labor and materials to replace the following components damaged by water intrusion;

- One (1) set of hoist ropes
- One (1) governor cable
- One (1) set of up/down sensors
- One (1) ETSD sensor
- One (1) in car position indicator
- Two (2) door operators
- Two (2) infrared door reopening devices
- One (1) brake assembly

All labor to be performed during regular business hours.

\*Please note that due to the inherent nature of water damage ThyssenKrupp Elevator may, during the performance of this Work Order, determine that additional work beyond that described in this Work Order may be necessary. In that event ThyssenKrupp Elevator will provide Purchaser with a written change order for Purchaser's execution.

## Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from thyssenkrupp Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time thyssenkrupp Elevator commences the work described in the Work Order. thyssenkrupp Elevator's receipt of this final payment is a condition precedent to thyssenkrupp Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that thyssenkrupp Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as thyssenkrupp Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by thyssenkrupp Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

|                            |       |              |
|----------------------------|-------|--------------|
| Work order price:          |       | \$128,224.17 |
| Initial progress payment:  | (50%) | \$64,112.09  |
| Total due upon completion: | (50%) | \$64,112.09  |

\*Payments will be made in accordance with VTCA Chapter 2251.021 Time for Payment by Government Entity

\*Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

\***Expenses for Enforcement** - In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

\***Venue** - This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

\***Force Majeure** - No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement, or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

2021-2-1043533 | ACIA-1TNZ9R5 | March 08, 2021



thyssenkrupp

# Repair Work Order

## Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work, thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

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

### Notices

Purchasing Department  
2300 Bloomdale #3160  
McKinney, TX 75071

Collin County Administrator  
Bill Biley  
2300 Bloomdale #4192  
McKinney, TX 75071

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

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

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

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 any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that state to all matters and disputes arising out of this Work Order. ~~Purchaser further agrees to waive trial by jury for all such matters and disputes.~~

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order 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 Work Order.

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

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

**Assignment:** The Company shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

# Repair Work Order



## Acceptance

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

Purchaser's acceptance of this Work Order 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 Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

|                                      |                           |   |                      |
|--------------------------------------|---------------------------|---|----------------------|
| Ntli-Collin County<br>(Purchaser):   |                           | thyssenkrupp Elevator Corporation Management Approval |                      |
| DocuSigned by:                       |                           |   |                      |
| By:                                  | <i>Michelle Charnoski</i> | By:   | <i>Matthew Evans</i> |
| (Signature of Authorized Individual) | <i>Michelle Charnoski</i> | (Signature of Branch Representative)                  | <i>Matthew Evans</i> |
| <del>for Vendor</del>                | Michelle Charnoski        | Aaron Campbell  | Matthew Evans        |
| (Print or Type Name)                 |                           | Sales Manager   |                      |
|                                      | Purchasing Agent          |   |                      |
| (Print or Type Title)                |                           |   |                      |
|                                      | 3/22/2021                 |   |                      |
| (Date of Acceptance)                 |                           | (Date of Execution)                                   |                      |

**Court Order No. 2021-241-03-22**

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_





Attn: Laz Vadasz  
Ntl-Collin County  
2300 Bloomdale Rd Ste 3160  
Mckinney TX, 75071-8517

| Date                  | Terms     | Reference ID | Customer Reference # / PO |
|-----------------------|-----------|--------------|---------------------------|
| March 08, 2021        | Immediate | ACIA-1TNZ9R5 |                           |
| Total Contract Price: |           |              | \$128,224.17              |
| Down Payment:         |           |              | (50%) \$64,112.09         |

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 214 7965152. To make a payment by phone, please call 678-424-3674 with the reference information provided below.

Current and former service customers can now pay online at:  
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

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

Please detach the below section and provide along with payment.

|                    |                          |                             |
|--------------------|--------------------------|-----------------------------|
| Customer Name:     | Ntl-Collin County        | Remit To:                   |
| Location Name:     | Collin County Courthouse | thyssenkrupp Elevator       |
| Customer Number:   | 157536                   | PO Box 3796                 |
| Quote Number:      | 2021-2-1043533           | Carol Stream, IL 60132-3796 |
| Reference ID:      | ACIA-1TNZ9R5             |                             |
| Remittance Amount: | \$64,112.09              |                             |



## Repair Completion Notice

to be signed at job completion

Date: \_\_\_\_\_ Building Name: Collin County Courthouse  
Repair Job #: \_\_\_\_\_ Street Address: 2100 Bloomdale Rd  
City State, Zip: Mckinney, TX 75071-8318

Dear Laz Vadasz,

Thank you for allowing us the opportunity to perform the repair job listed above.

We have completed the work as outlined in job # \_\_\_\_\_ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

**Customer Representative**

Customer Name: Laz Vadasz  
\_\_\_\_\_  
Print or Type Name

Customer Signature: \_\_\_\_\_  
Signature of Authorized Individual

Title: \_\_\_\_\_  
Print or Type Title

Date: \_\_\_\_\_  
Date of acceptance

Customer Email: lvadasz@co.collin.tx.us  
\_\_\_\_\_  
Customer Email

**thyssenkrupp Representative**

Name: Court Bookhout  
\_\_\_\_\_  
Print or Type Name

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

Title: Account Manager  
\_\_\_\_\_  
Print or Type Title

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

**Follow Up Request**

If you would like a manager or department representative to contact you, please check one of the following:

☐ Sales Department☐ Service Department☐ Branch Manager☐ Repair Department

Phone Number

Comments: