

Repair Work Order



December 13, 2021

COLLIN COUNTY PARK PLAZA - 900

Purchaser: Ntll-Collin County	Location: COLLIN COUNTY PARK PLAZA - 900
Address: 2300 Bloomdale Rd Ste 3160 Mckinney, TX 75071-8517	Address: 900 E Park Blvd Plano, TX 75074-5465

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **One Hundred Four Thousand Fifty Two Dollars and Forty Four Cents (\$104,052.44)** plus any applicable sales tax pursuant to the terms and conditions contained in this Work Order (the "Work Order"). Work performed under Sourcewell Cooperative Contract No. 080420-TKE.

Summary:

Elevator	Description	Repair category
1 - East	Power Unit	Performance
2 - West	Power Unit	Performance

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
 TK Elevator Corporation
 4355 Excel Pkwy Ste 800
 Addison TX 75001
 court.bookhout@tkelevator.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 complete the following scope items related to the replacement of two (2) hydraulic pump motors;

- Remove and dispose of two (2) hydraulic power units from roof
- Remove and dispose of all existing hydraulic fluid from roof
- Remove and dispose of two (2) hydraulic fluid reservoirs from roof
- Hoist from ground and install two (2) new submersible hydraulic power units
- Hoist from ground and install no more than 110 gallons of new hydraulic fluid
- Hoist from ground and install two (2) new hydraulic fluid reservoirs
- Complete state required state inspections upon completion on two (2) elevators
- Submit and complete two (2) state required plan reviews
- This scope includes two crane trips.

All labor to be performed during regular business hours.

• 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 TK 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 TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK 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 TK 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 TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK 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. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$104,052.44
Initial progress payment:	(50%)	\$52,026.22
Total due upon completion:	(50%)	\$52,026.22

*Payments will be made in accordance with VTCA Sections 2251.021 "Time for Payment by a Governmental Entity"

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

*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.

*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 shall be performable in Collin County, TX.

*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.

*Severability - If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Repair Work Order



Terms and Conditions

TK 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 TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK 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, TK 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 TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK 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 TK 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 TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK 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 TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK 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 TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK 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 TK 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 TK 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 or losses arising from the negligence or legal responsibility of TK 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.

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

Purchaser shall bear all cost(s) for any reinspection of TK 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 TK 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 TK 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 TK 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 as to all matters and disputes arising out of this Work Order. ~~Purchaser further agrees to waive trial by jury for all such matters and disputes.~~

The rights of TK Elevator under this Work Order 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 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 TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK 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 TK Elevator and Purchaser with respect to the work described herein.

Notices

Purchasing Department
2300 Bloomdale Rd., Ste. 3160
McKinney, TX 75071

Collin County Administrator
Bill Bilyeu
2300 Bloomdale Rd., Ste. 4192
McKinney, TX 75071

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK 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 TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK 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.

Ntll-Collin County (Purchaser):	TK Elevator Corporation Management Approval
By: _____ (Signature of Authorized Individual)	By: DocuSigned by: <i>Aaron Westwick</i> (Signature of Branch Representative)
Michelle Charnoski, NIGP-CPP, CPPB (Print or Type Name)	Aaron Westwick Sales Manager
Purchasing Agent (Print or Type Title)	1/24/2022
(Date of Acceptance)	(Date of Execution)
Court Order No. _____	

Please contact Laz Vadasz to schedule work at the following phone number 214-686-7141



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

Date	Terms	Reference ID	Customer Reference # / PO
December 13, 2021	Immediate	ACIA-1T20VQE	
Total Contract Price:			\$104,052.44
Down Payment:			(50%) \$52,026.22

For inquiries regarding your contract or services provided by TK 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 TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	Ntll-Collin County	Remit To:	
Location Name:	COLLIN COUNTY PARK PLAZA - 900	TK Elevator	
Customer Number:	157536	PO Box 3796	
Quote Number:	2021-2-1202132	Carol Stream, IL	
		60132-3796	
Reference ID:	ACIA-1T20VQE		
Remittance Amount:	\$52,026.22		



Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: COLLIN COUNTY PARK PLAZA - 900
Street Address: 900 E Park Blvd
City State, Zip: Plano, TX 75074-5465

Dear Vadasz Laz,

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: Vadasz Laz

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

TK Elevator 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
 - Branch Manager
 - Service Department
 - Repair Department
- Phone Number

Comments: