



COUNTY OF EL PASO

500 E. SAN ANTONIO, SUITE M1

EL PASO, TEXAS 79901

TELEPHONE (915)546-2009

FAX (915)543-3820

MANUEL LUCERO, JR.
INTERIM FACILITIES MANAGER

TO: PATRICIA PIETZYK, COUNTY CLERKS

FROM: MANUEL LUCERO, JR., INTERIM FACILITIES MANAGER *ml*

DATE: AUGUST 21, 2007

SUBJECT: COMMISSIONERS COURT AGENDA ITEM

* * *

Please place the following item on the Commissioners Court Consent Agenda for Monday, August 27, 2007:

Approve and authorize the County Judge to sign the contract with KONE, Incorporated for the elevator maintenance agreement at Parking Garage #2.
(Bid #07-041 awarded 06/04/07 #53e)

FILED FOR RECORD
IN MY OFFICE
2007 AUG 21 PM 12:04
Patricia Pietzyk
CLERK
COUNTY OF EL PASO, TEXAS

Item 39

Patricia Pietzyk

From: Monique Aguilar
Sent: Thursday, August 23, 2007 5:14 PM
To: Patricia Pietzyk
Cc: Manny Lucero
Subject: ~~FW: ThyssenKrupp Contract~~[Scanned]

Hi Pat,

Looks like we are going to have to postpone the two agenda items for the Judge's signature from August 27 to Sept. 10.

Will this e-mail suffice, or do you need for me to submit something else?

From: Monique Aguilar
Sent: Thursday, August 23, 2007 5:12 PM
To: Lee Shapleigh
Subject: RE: ThyssenKrupp Contract[Scanned]

Ok, I will ask Pat to postpone. Since Sept 3 is a holiday, I'll postpone these two until Sept. 10 and do the agenda item for the construction contracts for the same date.

Have a safe trip!

From: Lee Shapleigh [mailto:Lee.Shapleigh@ca.epcounty.com]
Sent: Thursday, August 23, 2007 5:09 PM
To: Monique Aguilar
Cc: Manny Lucero
Subject: RE: ThyssenKrupp Contract[Scanned]

I just got out of budget hearings and have to get the financial advisor contract done for Comm Sarinana before I leave town tomorrow morning. there is no way I can get your elevator contracts by monday since I don't get back in town until Monday night. please postpone them and I'll have them for the next meeting.

From: Monique Aguilar [mailto:MAguilar@epcounty.com]
Sent: Thursday, August 23, 2007 2:47 PM
To: Lee Shapleigh
Cc: Manny Lucero
Subject: ThyssenKrupp Contract

Hi Lee,

Attached is the contract for ThyssenKrupp. The first and last pages are scanned since they contain graphics, but you can edit pages 2-6.

Let me know if you need any thing else.

Monique Aguilar
Administrative Assistant II
Ph. 915-546-2009
Fx. 915-543-3820

8/24/2007

COUNTY LEGAL REVIEW FORM

KK-07-257

Contract Description: Parking Garage Elevator Maintenance/Kone/07-12

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

 X Approved as to Form as Submitted

 Approved as to Form with Amendments/Modifications/Reservations Noted Below*

 Not Approved

*1)

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Lee Shapleigh

Assistant County Attorney



**PREMIUM (COMPLETE MAINTENANCE) AGREEMENT
FOR
VERTICAL TRANSPORTATION**


PURCHASER (Equipment Owner):

County of El Paso
500 East San Antonio
El Paso, Texas 79901

SERVICE LOCATION:

El Paso County Parking Garage
201 South Campbell
El Paso, Texas 79901

EQUIPMENT DESCRIPTION

Make	Model	Freight		Passenger		Escalator	Walk	Other
		Traction	Hydraulic	Traction	Hydraulic			
KONE	 Powered by KONE EcoDisc™			TWO				



THIS CONTRACT/AGREEMENT, dated September 10, 2007, by and between County of El Paso, (Purchaser) and KONE Inc. (Contractor) is for Complete Maintenance for the vertical transportation located at El Paso County Parking Garage.

KONE and Purchaser, in consideration of the terms, covenants & conditions set forth, hereby agree as follows:

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear.

TRACTION ELEVATORS

EcoSystem® TRACTION ELEVATOR SYSTEM COMPONENTS

CONTROL SYSTEM

Control, isolation transformer, motion control PC board, load weigh adapter PC board, motherboard PC board, relay interface PC board, binary decoder PC board, user interface PC board, brake snubber PC board, control/expansion modules, relays, transformers, batteries, LED display modules, parallel input/output terminal blocks, specific microprocessor card racks for calls and common control interfaces.

CONTROL SYSTEM

Power supply, digital drive, armature filters, dynamic braking resistors, brake panel, card rack and microprocessor boards. The specific components include relay interface board, relay pilot board, power supply board, digital drive unit, motion adapter boards, main control board, brake control panel, normal/emergency terminal speed limit control, control power transformer, brake resistors, brake transformers, overload relay control, MSU board, parallel input/output board, serial input/output board, CPU board, specific microprocessor card racks for calls and common control interfaces.

KONE First Service technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

GEARED/GEARLESS MACHINES

Worms, gears, thrusts, bearings, rotating elements, brake magnet coils, brushes, brake shoes, linings, pins, deflector, secondary and other sheaves, bearings and assemblies.

ELECTRICAL

Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

HOISTWAY AND PIT EQUIPMENT

Landing and slowdown switches, limits, car and counterweight buffers, overspeed governors, governor tension sheave assemblies and car counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

HOIST ROPES

Hoist ropes will be properly lubricated and adjusted for equalized tension.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

HOUSEKEEPING

Purchaser and KONE have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

LUBRICANTS

KONE will use lubricants compounded under OEM's specifications or equal.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

KONE SERVICE CENTER

The KONE Service Center is available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. In the unlikely event of an entrapment, a highest priority response will be given. If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

SERVICE REQUESTS (CALLBACKS)

This Agreement covers minor adjustment service requests during the regular and overtime working hours of the elevator trade, unless otherwise indicated herein.

Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests do not include work that requires more than one technician or more than two hours to complete.

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

TRACTION ELEVATOR

Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, pit pumps, emergency power generators, light tubes and bulbs.

GENERAL

KONE shall not be obligated to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, A.S.M.E. codes, or other governmental or non-governmental authorities. KONE will maintain the equipment performance and its components to the operating condition at the effective date of this agreement. KONE shall not be required to perform and keep records of firefighter's service testing, unless specifically included elsewhere in this agreement. KONE shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. KONE shall not be obligated to make changes or adjustments required by new or retroactive code changes. KONE will not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this agreement. KONE will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel. KONE shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.

KONE shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. In the event that any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part shall be at the Owner's expense.

INDEMNITY CLAUSE

(Deleted in its entirety)

PURCHASER ASSURANCES

AUTHORIZED PERSONNEL

Purchaser agrees to furnish KONE with a list of authorized personnel responsible for building operations.

WIRING DIAGRAMS

Purchaser agrees to provide KONE with a complete set of as built wiring diagrams.

NOTIFICATION

In the event that the equipment is not functioning properly, purchaser agrees to shut down equipment and notify KONE for repair.

Purchaser agrees to notify KONE in the event of any injury or accident in or about the equipment included in this agreement. Verbal notification must be provided immediately and written notification must be provided within seven days.

OPERATION

Purchaser shall at all times be solely liable for the proper use of the equipment. Purchaser agrees to post any and all instructions and warnings to passengers related to the use of the equipment. Purchaser shall not permit anyone other than KONE to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the agreement.

TESTING AND SERVICING

Purchaser agrees to perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Purchaser agrees to annually maintain the mainline disconnect switch by a certified electrician and repair as necessary.

EQUIPMENT ACCESS

Purchaser agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris. Purchaser agrees to remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations. Purchaser agrees to provide a safe workplace for our personnel.

SATISFACTION

If you are ever less than very satisfied with KONE's performance, Purchaser agrees to contact KONE immediately.

CONTRACT TERM

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of FIVE (5) years. **(Remainder of paragraph deleted)**

CONTRACT PRICE

KONE in consideration of \$1,341.00 (ONE THOUSAND THREE HUNDRED FORTY-ONE AND NO/100 DOLLARS) payable by Purchaser quarterly (equivalent to \$447.00/month), hereby agrees to furnish services herein described on the equipment within the agreement.

PRICE ADJUSTMENTS

The contract price will be adjusted annually on January 1 of each year of the contract. The payment adjustment will reflect the increase or decrease in labor costs.

Labor

100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance, and other union contributions) paid to elevator examiners in the locality the equipment is maintained.

KONE reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel, insurance or other administrative expenses increase.

When KONE increases the contract price for any reason, KONE shall notify Purchaser not less than 30 days in advance of the price increase and Purchaser shall have the right to reject the noticed price increase and terminate this Agreement prior to the effective date of the price increase. KONE shall continue to provide service thereafter at the increased price until the effective date of Purchaser's termination of this Agreement.

PAYMENT TERMS

Payments are due within ten (10) days of date of invoice. A delinquent payment charge calculated at the rate of 1% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. KONE may at KONE's option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid, KONE may suspend service, and be discharged from further obligations under the contract. If KONE exercises its right to suspend service, KONE shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, Purchaser will be responsible for any costs KONE incurs as a result of the lapse in service.

These payment terms shall also be applicable to any charges for work outside the scope of this Agreement.

PERFORMANCE CLAUSE

(Deleted in its entirety)

TAX

Purchaser shall pay, in addition to the price, any tax imposed upon Purchaser by any existing or future law and the amount of tax imposed upon KONE, KONE's suppliers or Purchaser under any statute, court decision, rule or regulation currently effective or becoming effective after the date of this Agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder.

OBLIGATIONS OF THE PARTIES

Nothing in this Agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this Agreement. Purchaser shall be solely responsible for supervising the use of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

(Paragraph deleted in its entirety)

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. KONE shall not be liable for any work, service or material other than that specifically mentioned herein.

KONE will not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

ADDITIONAL TERMS

This Agreement shall constitute, exclusively and entirely, the agreement for the service described and all prior representations or agreements relating thereto, whether written or verbal, shall be deemed to be merged herein and this Agreement including changes in or additions to shall not be binding upon KONE until approved by a local Office Manager or one of its executive officers at Moline, Illinois. Submission of this contract does not void or otherwise nullify the existing contract until this new contract is signed and approved by both parties. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser.

(Paragraph deleted in its entirety)

VENUE

The Purchaser does hereby agree that the exclusive venue for any dispute between the parties shall be in El Paso County, Texas.

CUSTOMER CONTACT

Contact Person:
Monique Aguilar
915-546-2009
maquilar@epcounty.com

KONE CONTACTS

Account Representative:
Whitney Walsh
505-888-0626
Fax- 505-888-7019
Whiteny.walsh@kone.com

Service Manager:
Steve Vellner

24 hr Call Center:
877-276-8691

Website Address:
www.kone.com

In witness whereof, the parties to this agreement execute it in the manner authorized by law:

THE COUNTY OF EL PASO, TEXAS

KONE, INC.

By _____
County Judge Anthony Cobos
September 10, 2007

By _____
(Name) _____
(Title) _____
(Date) _____
(Signor must be authorized to bind corporation)

Submitted by:

By _____
Whitney Walsh
Account Representative
(Date) _____