



COMMISSIONERS COURT  
COMMUNICATION

AGENDA DATE : 01/28/2013

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO  
(IF APPLICABLE): 2013-0025

**SUBJECT:**

Approve and authorize the County Judge to sign the Thyssen Krupp elevator maintenance agreement for the Downtown Detention Facility in the amount of \$4,124.00 per month from 01/01/2013 to 12/31/2017.

**BACKGROUND/DISCUSSION OF TOPIC:** To include statutory requirement, operational impact, or performance goal.

Maintenance Agreement for Downtown Detention Facility elevators.

**FISCAL IMPACT:**

SHERIFFDETEN = \$4,124.00 per month or \$49,488.00 per year.

**PRIOR COMMISSIONERS COURT ACTION (IF ANY):**

None.

**RECOMMENDATION:**

Recommend Approval.

**COUNTY ATTORNEY APPROVAL**

The attached 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.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY: Richard D. Wiles, Sheriff (915) 538-2216

# TCPN AGREEMENT # R5042 - ThyssenKrupp Elevator

THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 1<sup>st</sup> day of January, 2013 by and between County Auditor's, Office (County Detention) having an address of 601 E. Overland Avenue, El Paso, Texas, 79901-2554 (hereinafter referred to as "Purchaser"), and, ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 114 Townpark Drive, Kennesaw, Georgia 30144 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

## 1. INTRODUCTION:

Contractor will maintain the elevator equipment as described in Appendix A, on the terms and conditions subsequently set forth. We will use trained personnel directly employed and supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper operating condition. We will regularly and systematically examine, adjust and lubricate as required, and, in our sole opinion, if conditions warrant, we will repair or replace all elevator parts and devices not specifically excluded by this contract.

## 2. PERFORMANCE:

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, Contractor shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Contractor 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. Contractor 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 test has been made. Should the systems not meet safety requirements, it shall be the responsibility of the Purchaser, at their 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. Contractor shall not be liable for damage to the building structure resulting from this testing.

Contractor will service Purchaser's equipment and its component parts in their present condition with the understanding that Contractor shall neither be required nor obligated to service, make renewals or repairs upon the elevator(s) or 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 our control, except ordinary wear and tear from the commencement date of this agreement. Any work not specifically covered under this agreement shall be at Purchaser's expense.

### 3. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

Contractor 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 Purchaser. Purchaser shall have no direct control of Contractor, 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.

### 4. **BY HIGHLY-TRAINED CONTRACTOR PROFESSIONALS:**

Contractor employed and supervised elevator technicians, who are among the most trusted in the industry, will provide all maintenance courteously and dependably. Our elevator technicians receive ongoing training in general equipment development as well as advancements made to your specific elevators.

### 5. **ASSURANCE OF CONTRACTOR STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system.

Behind our technicians' is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Our North American Technical Support Facilities continuously research advancements in the Industry and in your equipment.

Contractor maintains a comprehensive parts inventory to support our field operations. Replacement parts are stored throughout North America in Contractor'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 your elevator will be new or refurbished to meet the quality standards of Contractor.

### 6. **DEPENDABLE MAINTENANCE:**

Contractor will perform the following services:

Examine the elevator equipment for proper operation. Our examination, lubrication, and adjustment will cover the following component groups and related equipment of your elevator system:

- Control and landing positioning systems
- Signal fixtures
- Machines, drives, motors, governors, sheaves, and ropes
- Power units, pumps, valves, and jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames and platforms, and counterweights
- Safety mechanisms

Lubricate equipment for smooth and efficient performance.

Adjust elevator parts and components to maximize the elevator's performance and safe operation.

Relamp all signals as required (during regularly scheduled visits).

Repair or replace components worn due to normal wear.

Contractor agrees to maintain Purchaser's elevator equipment as outlined in this agreement. We will endeavor to provide a comprehensive maintenance program to maximize the performance, safety, and life span of your equipment.

## **7. EXTENT OF COVERAGE:**

### **7.1 TRACTION ELEVATORS:**

Contractor agrees to and shall maintain the traction elevator equipment herein described, on the following terms and conditions:

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

7.1.2 Contractor 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;

7.1.2.h 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 Contractor 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 Contractor 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 Purchaser.

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

7.1.6. Door operation shall be positive and quiet with rapid and smooth checking at limits of travel. Contractor 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 Purchaser.

7.1.7 Examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 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 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 signing of this Agreement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the signing of this Agreement. Contractor 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 Coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative. Any such tests conducted without Purchaser's witness or inspector shall be repeated at Contractor's cost.

7.1.14 It is agreed that Contractor shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Contractor's reasonable control except ordinary wear and tear.

7.1.15 Contractor 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 Contractor shall have no responsibility for the following items of Equipment, which are not included in this Agreement.

7.1.19a The items of elevator equipment excluded from this contract are: 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:

Contractor will maintain the hydraulic elevator equipment herein described under the same terms and conditions described under 7.1 entitled "Traction Elevators", at the same are applicable to hydraulic elevators, with the following additions:

7.2.1 The items of elevator equipment excluded from this contract are: 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 outer casing, underground piping, 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 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 Periodically conducts an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required. Furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

## 7.3 EXTENT OF COVERAGE:

### 7.3.1 ESCALATORS AND MOVING WALKS

Contractor will maintain the escalator equipment herein described under the same terms and conditions described under Section 7.1 entitled "Traction Elevators", as the same are applicable to escalators, with the following additions:

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

7.3.1.b 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;

7.3.1.c Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

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

7.3.1.e Skirt panels and panel finishes;

7.3.1.f Escalator under-step lighting and balustrade panel and skirt lighting;

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

7.3.2 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.

7.3.3 Contractor shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

## 8. 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, Contractor 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.

## 9. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of five (5) years commencing on January 1, 2013 and shall automatically be renewed for successive five (5) 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 five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Time is of the essence.

**The term (length of contract) of maintenance agreements signed under the TCPN Contract may exceed the term of the TCPN Agreement. The terms and conditions of the TCPN 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 TCPN members request provided they are in accordance with local laws and regulations.**

All work is to be performed during our regular working hours of our regular working days unless otherwise specified below.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

On all overtime service requests, we will absorb straight time and overtime premium expenses. Overtime service requests are performed before or after normal business working days and hours.

## 10. PRICING:



The price of Contractor's service as herein stated shall be \$4,124.00 per month, payable quarterly in advance. The price as set forth herein 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.

The Monthly Payment Amount shall be subject to review and adjustment for maintenance agreements at the end of each 12 month period thereafter or beginning with expiration of any maintenance period on Equipment. 80% of the Agreement price shall be adjusted to reflect any increase or decrease in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining 20% shall be adjusted to reflect any increase or decrease 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. Total price escalations shall be no more than 5% in any one (1) year period. Contractor shall provide thirty (30) day advance notification to Purchaser of pending price adjustment for both labor and material. Pricing Schedules will be adjusted annually on Jan. 1 of each year to coincide with the wage adjustments.

The words "fringe benefits" mean employee benefits granted in addition to direct hourly labor rate, and include, but are not limited to, accruals for pensions, vacations, paid holidays, group life and group health insurance. Fringe benefits shall not include any direct or indirect costs based on labor.

This Agreement is subject to the terms and conditions herein, all of which are hereby accepted.

#### 11. INDEMNITY AND LIABILITY:

Contractor shall hold harmless and indemnify Purchaser, its managing agent, and employees against all loss or liability, demands, judgments, expenses (including attorney's fees), claims or actions based upon or arising out of damages or injury (including death) to persons or property, including property owned, leased or borrowed, incurred by or sustained in connection with the performance of this Agreement to the extent caused by the acts, omissions, or negligence of Contractor, its subcontractors, managing agents, servants or employees, or based upon Contractor's violation of any statute, ordinance, building code or regulation. Contractor's obligations under this paragraph do not include any injuries or damages, if any, that arise out of or result from the negligence or concurrent negligence of Purchaser, its managing agent, or other indemnitee.

Contractor shall also indemnify Purchaser and Purchaser's managing agent against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor's employees engaged in the performance of the Services or otherwise in connection with this Agreement.

Contractor shall not be liable for any damages or delays 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 its control, and in no event shall Contractor be liable for special, indirect or consequential damages.

**12. INSURANCE REQUIREMENTS:**

At its sole expense, Contractor shall carry and maintain throughout the Term of this Agreement the insurance described below. Policies must be with carriers licensed to do business where the services are to be performed. The form of the insurance shall at all times be subject to Purchaser's reasonable approval, and the carrier or carriers must be good and responsible insurance companies. 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 Purchaser.

Before the start of work, Contractor shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of this Agreement, it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

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, personal injury, owner and contractor's protective and broad form property damage.

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

**13. PURCHASER RESPONSIBILITIES:**

*Product Information.* Purchaser agrees to provide Contractor with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Contractor 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 your property.

*Safety.* Purchaser 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. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying

us at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide our personnel a safe place in which to work. Contractor reserves the right to discontinue work in the building whenever, in their sole opinion, the personnel do not have a safe place in which to work. Purchaser 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. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids.

*Other.* Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of this agreement. Purchaser agrees to accept our 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 herein, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the agreement.

*Items Not Covered.* Contractor 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 us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement. Further, with the passage of time, equipment technology and design will change. Contractor will not be required to make any changes or recommendations in the existing design or function of the unit(s). Contractor will not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control.

#### 14. **NON WAIVER:**

Waiver of any breach or failure to enforce any of the terms of conditions of this Agreement at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition of this Agreement. Course of conduct or failure to enforce shall not constitute a waiver of any written provision of this Agreement

**15. NOTICES:**

Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be given by personal delivery of telecopy or 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' address listed on the first page hereof.

Bill Harrison  
National Accounts Manager  
ThyssenKrupp Elevator Corporation  
2220 Chemsearch Blvd., Suite 100  
Irving, TX 75062

Scott Silitsky  
ThyssenKrupp Elevator Corporation  
114 Town Park Drive NW, Suite 300  
Kennesaw, GA 30144  
Attn: National Account Contract  
Administrator

**16. FEDERAL PROVISIONS/ACTS:**

Contractor shall comply with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the rehabilitation Act of 193, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. Contractor shall support Equal Employment Opportunity and Affirmative Actions Compliance programs.

Contractor covenants and agrees to comply in all respects with the Immigration Reform and Control Act of 1986 (PL99-603) and all rules and regulations adopted pursuant thereto, and agrees to indemnify and hold Purchaser harmless of and from any claims and/or demands asserted against Purchaser and/or any costs or expenses suffered or incurred by Purchaser, including attorney's fees, as a result of Contractor's failure or alleged failure to comply with such Act, rules and regulations.

Purchaser's acceptance of this agreement and its approval by an executive officer of Contractor will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict. This proposal and contract is hereby accepted.

ACCEPTED:

**PURCHASING COMPANY NAME**

**THYSSENKRUPP ELEVATOR CORP.**

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

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

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

TITLE: Branch Manager

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

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

**THYSSENKRUPP ELEVATOR CORP**

**THYSSENKRUPP ELEVATOR CORP.**

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

BY: Bill Harrison  
Name

TITLE: Branch Manager

TITLE: National Account Manager

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

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

## AMENDMENT – SITE SPECIFIC TO TCPN CONTRACT # R5042

- **BACK-UP BATTERIES:** The fluorescent light fixtures inside the elevator cars are backed by emergency battery packs that are located on top of the elevator cars. Service, testing and periodic replacement of these battery packs shall be part of this agreement. The batteries shall be replaced every 3 years.
  - **INCLUDED AT NO ADDITIONAL CHARGE.**
  
- **SUPPORT:** If required and requested by the building maintenance section, the elevator contractor company shall provide assistance to other trades and/or the building maintenance section, at no additional charge, when work on non-elevator equipment, that is located within the elevator cars, machine rooms or hoist-ways, is required.
  - Elevator Car Intercom Systems
  - Radio Antenna inside the hoist-way
  - Elevator Car Closed Circuit TV Systems (Still need to be installed)
  - Elevator Car lights
  - Electrical circuit breaker, disconnects, fuses etc., located inside the elevator equipment room.
  - Main Elevator Power Circuit Breakers Service – conducted every 2 years (This service will be provided by an electrical engineering contractor)
  - Annual inspection and required maintenance of the fire alarm system (by others); limited to the inspection and service of elevator fire protection devices and circuits such as smoke and heat detectors, elevator recall control modules and shunt trip circuits.

The assistance listed above shall be limited to manual control, safe operation and reset /restart of the elevator equipment. **The required support, provided without additional charge, shall be limited to 8 hours per year.** Additional hours may be invoiced at the submitted hourly rate. Proper documentation of the provided work shall be made available to the representative of the El Paso County Sheriff's Office.

- **\$150. PER MONTH ADDED TO CONTRACT.**

- **BREAKDOWN IS: SPECIAL MECHANIC BILLING RATE OF \$225. X 8 HOURS PER YEAR = \$1,800. AMMORTIZED OVER 12 MONTHS = \$150.**
  
- **DOCUMENTATION:** *Two times per year, the contractor shall provide accurate documentation of the following:*
  - Maintenance Schedule
  - Repair-Test & Call Back Log
  - Record of assistance provided without additional charge
  - **INCLUDED AT NO ADDITIONAL CHARGE**
  
- **WORKING HOURS:** *All maintenance procedures and repairs shall be performed during regular working hours of regular working days; Monday through Friday, 8:00 Hrs – 16:30 Hrs, 08:00 AM – 4:30PM.*
  - **INCLUDED AT NO ADDITIONAL CHARGE**
  
- **WEEKEND AND HOLIDAY WORK:** *During weekends and holidays, the contractor shall provide emergency services in the event that more than one elevator fails in either elevator group.*
  - **CONTRACT COVERAGE CHANGED TO PLATINUM PREMIERE. INCLUDED AT NO ADDITIONAL CHARGE.**
  
- **TRAPPED INDIVIDUAL:** *No additional charges shall be required to free individuals trapped inside an elevator car after normal business hours, on weekends or holidays.*
  - **CONTRACT COVERAGE CHANGED TO PLATINUM PREMIERE. INCLUDED AT NO ADDITIONAL CHARGE.**
  
- **UNFORESEEN EMERGENCIES:** *The work of the contractor may be interrupted by unforeseen emergencies within the Detention Facilities. Up to (8) men hours per year shall be included in this proposal and shall not qualify for additional monetary compensation.*
  - **INCLUDED AT NO ADDITIONAL CHARGE**
  
- **RESPONSE TIME:** *Guarantee that the average response time to emergency calls will not exceed 1-1/2 hours. (Excluding calls to free trapped individuals; immediate response required)*

- **INCLUDED AT NO ADDITIONAL CHARGE**
  
- **HOURLY RATES:** *Submit the hourly rates to be charged during and after business hours, Monday through Friday, Weekends and Holidays, for work not covered under the maintenance contract. Include the labor rate that applies to a repair team. (one mechanic and one helper) Provide all applicable labor rates that will be applied during the contract time period.*
  - **Mechanic:**
    - **Regular Time:** \$298.00
    - **OT 1.5:** \$447.00
    - **OT 1.7:** \$506.60
    - **OT 2.0:** \$596.00
  - **Helper:**
    - **Regular Time:** \$238.40
    - **OT 1.5:** \$357.60
    - **OT 1.7:** \$405.28
    - **OT 2.0:** \$476.80
  - **Team – Mechanic / Helper:**
    - **Regular Time:** \$536.40
    - **OT 1.5:** \$804.60
    - **OT 1.7:** \$911.88
    - **OT 2.0:** \$1,072.80
  
- **PARTS:** *Submit a list of all replacement parts not covered under the service contract. Include the prices of these parts that will be charged during the service contract time period. Parts not listed are assumed covered under the service agreement and no extra monetary compensation will be required from the County of El Paso.*
  - **SEE SECTION 13 OF THE AGREEMENT TITLED “ITEMS NOT COVERED” WHICH DESCRIBES EXCLUDED WORK.**
  
- **EXCLUDED WORK:** *Submit a list of performance of operations and work not covered under the service contract. Performance of operations and work not listed are assumed covered under the service agreement and no extra monetary compensation will be required from the County of El Paso.*
  - **SEE SECTION 13 OF THE AGREEMENT TITLED “ITEMS NOT COVERED” WHICH DESCRIBES EXCLUDED WORK.**



## **Appendix “A”**

**ThyssenKrupp Elevator Corporation will service the following units under this agreement for the El Paso County Detention Center:**

- **US1052276, Serial Number BZ2151, Elevator #1**
- **US1052277, Serial Number BZ2152, Elevator # 2**
- **US1052278, Serial Number BZ2153, Elevator # 3**
- **US1052279, Serial Number BZ2154, Elevator # 4**
- **US1052280, Serial Number BZ2155, Elevator #5**