

FEB 06 2017

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: David Disheroon **TODAY'S DATE:** 01/30/2017

DEPARTMENT: Public Works

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: February 6, 2017

SPECIFIC AGENDA WORDING: consideration for emergency payment to
Thyssenkrupp for elevator repairs in bank annex building

PERSON(S) TO PRESENT ITEM: David Disheroon/Randy Wheeler

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME:	ACTION ITEM:	_____
(Anticipated number of minutes needed to discuss item)	WORKSHOP	_____
	CONSENT:	_____
	EXECUTIVE:	<u>15min</u>

STAFF NOTICE:

COUNTY ATTORNEY:	IT DEPARTMENT:
AUDITOR: _____	PURCHASING DEPARTMENT: _____
PERSONNEL: _____	PUBLIC WORKS: _____
BUDGET COORDINATOR:	OTHER: _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____



Johnson County PURCHASE ORDER

PO 17-1500
THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES, SHIPPING
PAPERS AND CORRESPONDENCE

PAGE NO. 1 of 1
DATE OF ORDER: 01/30/2017

Vendor Name and Address

THYSSENKRUPP ELEVATOR CORPORATION
P O BOX 933004
ATLANTA, GA 31193

Attention To:

Ship To: **PUBLIC WORKS**
1 N MAIN STREET, RM 304
CLEBURNE, TX 76033

VENDOR NO.	SHIP VIA	F.O.B.	TERMS	BUYER	
00244	BESTWAY	DESTINATION	NET30	Donna White	
DELIVER BY DATE	HISTORICAL PO NO.	REQUISITION NO.	REQUISITION BY		
01/31/2017		R17-1601	Brandy Ford		
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1	17,843.00	EA	replace elevator pump unit 0100-4071-53520-GG Project #: BANK ANNEX	\$1.00	\$17,843.00
				TOTAL	\$ 17,843.00

TAX EXEMPTION NO. 75-6001030

TERMS AND CONDITIONS:

By fulfillment of this order vendor accepts all Johnson County
Terms and Conditions which are available online at
<http://www.johnsoncountytexas.org/departments/purchasing/terms>
or by contacting Purchasing at 817.556.6384

Ralph McBroom

Authorized By:

ALL INVOICES MUST SHOW PURCHASE ORDER NUMBER



WORK ORDER

Date: January 30, 2017

Location: Bank of America
Address: 1 N Main St

Bill To: Johnson County
Address: 1 N Main St Rm 305 1 N Main St
Rm 305

City/State/Zip: Cleburne , TX 76033-5543

City/State/Zip: Cleburne , TX 76033-5543

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

ThyssenKrupp Elevator will provide labor and material to replace the pump unit with a New Submersible pump unit. tke will also provide a shut off valve and Solid State Starter, at the location referenced above.

Purchaser agrees to pay the sum of: Seventeen Thousand Eight Hundred Forty Three Dollars (\$17,843.00) plus any applicable sales tax billed in addition to this contract price.
Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.



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 hours of the trades involved which are defined as Monday through Friday, 7.30 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.

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection 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. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. 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 services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings 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 arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. 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 sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

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

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. 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 therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. 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 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.

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. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

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

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

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

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

ThyssenKrupp Elevator Corporation	Johnson County	ThyssenKrupp Elevator Corporation Approval
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Dallas Taylor Sales Representative dallas.taylor2@thyssenkrupp.com +1 972 7850505 January 30, 2017 _____ (Date Submitted)	Jennifer Vanderlaan _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	Clint McReynolds Branch Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas



SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Attn:

Johnson County
1 N Main St Rm 305 1 N Main St Rm 305
Cleburne , TX 76033-5543

Terms	Repair Quote No.	Customer Reference No./PO	Date	Reference Number
Immediate	2017-2-321364		January 30, 2017	ACIA-18G50QA

Total Contract Price \$17,843.00
Current Amount Due \$8,921.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 972 7850505. To make a payment by phone using your check or credit card, please call 972-963-5250 with the reference information provided below.

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

Please detach the below section and provide along with payment.

Remit To:

thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Customer Number:	62605
Payment Reference Number:	ACIA-18G50QA
Quote Number:	2017-2-321364
Remittance Amount:	\$8,921.50

Customer Name: Johnson County
Location Name: Bank of America