



MODERNIZATION PROPOSAL
CITY OF JONESBORO HYPOWERS ON TWO UNITS

December 06, 2017

Purchaser: City Of Jonesboro
Address: Po Box 1845
City/State/Zip: Jonesboro, AR 72403-1845

Location: CITY OF JONESBORO-
300 S Church St
Jonesboro, AR 72401

On behalf of thyssenkrupp Elevator, I am pleased to provide this multi-page proposal (the "Proposal") to modernize the elevator equipment described herein (the "Equipment") at the above referenced location. This proposal is valid for 45 days.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased Durability and Reliability
- Improved Fire and Life Safety Features
- Decreased waiting times
- Reduced Energy Consumption
- Reduced Operational Cost
- Reduced Troubleshooting Time

If you have any questions or concerns, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Robert Harp
Account Manager
bobby.harp@thyssenkrupp.com
+1 501 4070459

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SCOPE OF WORK

Grouping Name: #2 BACK
\$181,231.00 per unit

Equipment Type: Hydraulic	Speed: 100 fpm
5 Stops (5 Front /0 Rear)	Capacity: 1500 lbs.

Description of Work

Controller

- eMax Monitoring Device Provisions
- TAC 32 Controller (Includes Options listed below)
 - Solid State Starters (6 or 12 leads) 460 / 575 VAC
 - Battery Lowering in Controller
- Advanced technology, including digital controls, increases reliability
- Adjusts elevator dispatching to respond to building's traffic patterns
- Improved floor-to-floor wait times

Power Unit

- EP-125 Power Unit (Submersible)
- Seismic Requirements for EP units
- Overspeed Valve Kits for 2" (less than 150 GPM)
- 2" Shutoff Valve Kit

Jack

- Packing

Car

- Retainer Plates for Seismic (T Rails)
- Car Top Exit Switch
- Car Top Railing

Hoistway

- TAC 32 Field Friendly Wiring Package:
 - Includes single traveling cable
 - hoistway wiring
 - interlock wiring
 - interlock connectors
 - serial wiring
 - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- HN Boxes (per each 2 cars, grouped)

Pit

- 2" Shutoff Valve Kit
- Pit Ladder 16" Wide (Part No. 6504AA3)
- Pit Stop Switch

Door Equipment

- HD-12 Door Operator with Complete carside equipment
- Micro Light
- Front Car Door and Hatch Side Restrictors (vaness) complete kit
- Hoistway Door Equipment complete (SSSS)

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Car Fixtures

- Car Station (Total Price) Includes Options Below
 - Main Car Station (COP)
 - Applied Panel
 - Vandal Resistant Floor Buttons
 - Tamperproof Screws
 - Cast Braille Plates for Car Features
 - Standard Key Switch Package
 - Fan
 - Light
 - Independent Stop
 - Inspection/Hoistway Enable)
 - Emergency Light mounted in COP
 - 2004 and later Fire Service Phase II Features (includes engraved instructions)
 - Handicap Signal (Passing signal)
 - Digital Position Indicators (CE Electronics)
 - ADA Phone System integral with COP (Rath)
 - Speaker Pattern for Intercom System/ADA Phone
 - No Smoking Symbol (Cast)
 - Locked Service Cabinet
 - Certificate Window
 - Special Engraving
 - GFI Outlet in COP
 - #4 Stainless Steel Finish (441)
 - Card Reader Provisions (Space only)
- TAC Serial Boards (Main)
- Car Riding Lantern (Standard)

Hall Fixtures

- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (441))
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 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (441))
 - Fire Service Phase I Engraved Instructions
 - Fire Service Phase I Key Switch
- Hoistway Access Switch in Hall Stations
- Intermediate Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (441))
- TAC Serial Boards
 - TAC Serial Boards
 - TAC Serial Boards
 - TAC Serial Boards
 - TAC Serial Boards
- Hoistway Jamb Braille (Standard) (# of Floors)
- Hall Position Indicator (Digital) (#4 S/S (441))

The following items will be completed by third party labor or suppliers through the coordination of thyssenkrupp:

General Building -

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Grouping Name: #1 Front
\$90,730.00 per unit

Equipment Type: Hydraulic	Speed: 100 fpm
5 Stops (5 Front /0 Rear)	Capacity: 1500 lbs.

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
 - Solid State Starters (6 or 12 leads) 460 / 575 VAC
 - Battery Lowering in Controller
- Advanced technology, including digital controls, increases reliability
- Adjusts elevator dispatching to respond to building's traffic patterns
- Improved floor-to-floor wait times

Power Unit

- EP-125 Power Unit (Submersible)
- Seismic Requirements for EP units
- Overspeed Valve Kits for 2" (less than 150 GPM)
- 2" Shutoff Valve Kit

Jack

- Packing

Car

- Retainer Plates for Seismic (T Rails)
- Car Top Exit Switch
- Car Top Railing

Hoistway

- TAC 32 Field Friendly Wiring Package:
 - Includes single traveling cable
 - hoistway wiring
 - interlock wiring
 - interlock connectors
 - serial wiring
 - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- HN Boxes (per each 2 cars, grouped)

Pit

- 2" Shutoff Valve Kit
- Pit Ladder 16" Wide (Part No. 6504AA3)
- Pit Stop Switch

Door Equipment

- HD-12 Door Operator with Complete carside equipment
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- Surface Mounted Hall Lanterns Fusion (#4 S/S (441))
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- Hall Position Indicator (Digital) (#4 S/S (441))
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Value Engineering Opportunities & Alternates

(Initial next to the option below to indicate acceptance)

Work by Others:

We propose to furnish all labor, materials, supervision, drayage, taxes, insurances and permits, to complete the following scope of work and the following scope of work is on a budgetary basis:

General Conditions

- 1: We will provide permits for our scope of work if required.
 - 2: We will provide submittals as required.
 - 3: We will provide supervision for our scope of work.
 - 4: We will provide a regularly scheduled written update of our work which will show progress and work yet to be completed for your records and for the owner's records.
 - 5: We will provide any barricades necessary to complete the work.
 - 6: We will haul away our debris and leave the area clean
- 2 – 5 Stop Hydraulic Elevators:

Machine Room:

1. We will remove existing mainline disconnects and install code compliant shunt trip disconnects with battery lowering and pipe to new elevator controllers
2. We will install new 120V code compliant car light disconnect and pipe to new elevator controller
3. We will install new code compliant LED lighting in the machine room
4. We will re-use existing equipment grounding (no new grounding to be installed)
5. We will install existing phone lines in conduit per code
6. We will fire all rate penetrations in the machine room
7. We will replace all existing ceiling tiles with fire rated ceiling tiles
8. We will install code compliant GFCI's
9. We will install new electrical circuit for shunt realy
10. We will install new flashing hat relay and program to FACP per code
11. We will install thermostatically controlled HVAC for equipment cooling

Entrances:

1. We will fire rate backs of call buttons and PI's per code
2. We will cut in new lobby call boxes on each floor as required

Hoistway:

1. We will fire rate any penetrations per code

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Pit:

1. We will install a new code compliant oil minders on existing sump pumps per code
2. We will install a new dedicated electrical sump circuit per code
3. We will install a new code compliant pit lights
4. We will install a new code compliant GFCIs
5. We will move light switches near pit ladder per code

Fire Alarm:

1. We will modify existing Fire Alarm control panel to support code compliant elevator recall (phase I , II, flash hat, shunt)
2. We will install the required devices and relays to support code compliant elevator recall
3. We will program existing fire alarm system and connect to elevator controller for recall

Standby Time:

Standby time, if necessary to complete our work, will be billed on a T&M basis.

**All work to meet required Arkansas State Elevator Code and National Building codes.

Exclusions

- 1) Corrective measures to existing construction, building systems, or finish materials that were either improperly installed or installed and did not meet the code requirements of the installation are not included in this proposal unless specifically noted in the scope portion of the proposal.
- 2) We do not include and installation of emergency power generators, ATS switchgear or delay signal wiring
- 3) We do not include any line side electrical feeder wire size change, circuit size increase or replacement (existing line side power and circuits to be used)
- 4) We do not include any hazardous materials abatement or disposal
- 5) We do not include any non-elevator related work
- 6) We do not include any elevator cab work in our proposal
- 7) We do not include any overtime work
- 8) We do not include any new hoistway venting in this proposal
- 9) We do not include installation of any new dedicated elevator equipment grounding. Correction of inadequate building grounds are not included in our scope. Only using existing building supplied grounds for elevator equipment sized to meet NEC code are included in our proposal.



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INSTALLATION SEQUENCE AND SCHEDULE

The following is a list of some of the key tasks that comprise a typical modernization, along with their sequence and approximate durations or lead times for each such task:

Preparation of submittals upon receipt of subcontract and plans: <i>(Additional Time Required for Cab, Signal, Entrance If Applicable)</i>	4-6 Weeks
Approval of submittals by Purchaser	2 Weeks
Fabrication time from receipt of all approvals, fully executed contract, and payment of pre-production and engineering invoice:	9 Weeks
Modernization of elevator system (Per Unit) : <i>(After completion of all required preparatory work by others)</i>	5 to 7 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of thyssenkrupp Elevator's control, are subject to change without notice to Purchaser and shall not be binding on thyssenkrupp Elevator.

All work specified herein will be performed from 6:00 AM to 2:30 PM, except scheduled union holidays ("regular working hours of regular working days"). If, after the execution of this Proposal, 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 Proposal.

One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules. Temporary use of the equipment is not included in this Proposal.

All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, thyssenkrupp Elevator will provide Purchaser with a separate and additional proposal to comply with such changes at an additional cost. It is solely the Purchaser's responsibility to ensure that the work described in this Proposal meets all applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

No permits or inspections by others are included in this work, unless otherwise indicated herein. The price of this Proposal only includes one (1) inspection by the applicable authority having jurisdiction. At the conclusion of its work described herein, thyssenkrupp Elevator will perform all tests required by the applicable authority having jurisdiction to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes and will provide Purchaser with copies of reports generated in conjunction with completed tests. Should the equipment fail any test due to reasons that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal, or should the applicable authority having jurisdiction refuse to issue written approval to Purchaser to use and operate the equipment due to items that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal the Purchaser shall bear sole financial responsibility for (A) addressing those items, (B) the cost of the performance of any re-tests or additional inspections and (C) the labor incurred by thyssenkrupp Elevator to re-test the equipment or to attend those additional inspections at thyssenkrupp Elevator's current billing rate as posted at its local office. thyssenkrupp Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal.

Should the Purchaser or the local authority having jurisdiction require thyssenkrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate thyssenkrupp Elevator for its time at thyssenkrupp Elevator's current billing rate as posted at its local office.

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Upon notice from thyssenkrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with thyssenkrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of thyssenkrupp Elevator's written notice to Purchaser that the work herein has been completed unless both parties agree otherwise in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute thyssenkrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.

At the conclusion of its work, thyssenkrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in thyssenkrupp Elevator's sole opinion, is neat and clean.

WORK NOT INCLUDED

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to thyssenkrupp Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with thyssenkrupp Elevator. The following is a list of those items that are not included in this Proposal:

1. Equipment Storage: the provision of a dry and secure area at the project site for storage of the elevator equipment at the time of delivery and the provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's sole expense.
2. The hiring of a disposal company which **MUST** be discussed prior to any material being ordered or work being scheduled. thyssenkrupp will provide environmental services **ONLY** if this is specifically included under the "Scope of Work" section above. thyssenkrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
3. Electrical:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. the wiring to the controller for car lighting per N.E.C. Articles 620-22 and 620-51;
 - c. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - d. wiring and conduit from life safety panel or any other monitor station to the elevator machine room or a suitable connection point in hoistway;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions
 - f. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - g. automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and
 - h. electrical cross connections between elevator machine rooms for emergency power purposes
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, thyssenkrupp Elevator will provide Purchaser with a written change order for Purchaser's execution.

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4. Machine Room: a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing;
5. Heat and Smoke Sensing Devices: heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller;
6. Dedicated Telephone Lines: a dedicated telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;
7. Removal of Obstructions: the cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s);
8. Fire Rating: the furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
9. Flooring: all work relating to the flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
10. Painting: all painting, except as otherwise specifically included herein;
11. Waterproofing: ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
12. If entrances are replaced: adequate bracing of entrance frames to prevent distortion during wall construction and all sill supports, steel angles, sill recesses, and the grouting of doorsills;
13. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, thyssenkrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at thyssenkrupp Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, thyssenkrupp shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than thyssenkrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

In the event another subcontractor requires pit access during the modernization process, upon a request from Purchaser, thyssenkrupp Elevator will park the elevator at an upper landing and lock and tag out the equipment at no additional cost in exchange for Purchaser's agreement to remain solely responsible for (A) providing its subcontractor with any and all means and methods to access the pit, (B) properly safeguarding and barricading all landings and hoistway openings and (C) providing all supervision of and control over that subcontractor, the landings, hoistway openings and pit. Upon notice

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to thyssenkrupp Elevator from Purchaser that its subcontractor has completed its task and no longer requires pit access, thyssenkrupp Elevator will remove its lock and tag from the elevator.

In the event that thyssenkrupp Elevator, in its sole opinion, believes that asbestos is present in either the car or hoistway doors the drilling of any doors shall be expressly excluded from thyssenkrupp Elevator's scope of work and shall be performed by others at Owner's/Contractor's direction and solely at Owner's/Contractor's expense.

This Proposal does not include any maintenance, service, repair or replacement of the modernized equipment or any other work not expressly described herein. thyssenkrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

WARRANTY

thyssenkrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of thyssenkrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full, or two (2) years from the date material ships from the manufacturer, whichever occurs first. This warranty is in lieu of any other warranty or liability for defects. thyssenkrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance or service and shall not be construed to mean that thyssenkrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will thyssenkrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give thyssenkrupp Elevator prompt written notice at the address listed on the cover page of this Proposal and, provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, thyssenkrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. thyssenkrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall thyssenkrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each applicable unit.

PAYMENT TERMS

Purchaser agrees to pay the sum of Two Hundred Seventy One Thousand Nine Hundred Sixty One Dollars (\$271,961.00) for the work described in this Proposal. This price is expressly contingent on the completion of thyssenkrupp Elevator's work as described in this Proposal by December 31, 2018. In the event that such work is not completed by December 31, 2018 due in part to reasons outside of thyssenkrupp Elevator's control, Purchaser agrees that thyssenkrupp Elevator shall automatically be entitled to a change order addressing any increase in thyssenkrupp's cost of labor and materials.

Price includes shipping and delivery and material use tax or factor tax imposed on thyssenkrupp Elevator as of the date that thyssenkrupp Elevator first offers this Proposal for Purchaser's acceptance but does not include sales or gross receipts tax that may be billed in addition to the contract price. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or thyssenkrupp Elevator on account of the work described in this Proposal as a result of any law enacted after the date that thyssenkrupp Elevator first offered this Proposal for Purchaser's acceptance.

In the event Purchaser defaults on any payments due under this Proposal or breaches any of its obligations under this Proposal or any change orders, thyssenkrupp Elevator expressly reserves the right to declare the unpaid balance of the price of this Proposal (including any change orders) immediately due and payable along with the right to discontinue its work until such time as it has received written assurances from Purchaser to thyssenkrupp Elevator's satisfaction that the breach(es) will be immediately cured (and in the event of a delinquent payment that future payments will be made as they come due).

A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.



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50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from thyssenkrupp Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to costs and fees associated with project management, permits, submittals, and raw material procurement, and its receipt will trigger the ordering of material to complete the scope of work description.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or thyssenkrupp Elevator staging facility. thyssenkrupp Elevator's receipt of payment is required prior to mobilization of its labor associated with the work description.

25% of the price set forth in this Proposal shall be made as progress payments and shall be due not later than the fifteenth (15th) day of each month for labor and materials furnished, as defined above and modified by any change orders that are created in a manner consistent with the process outlined in this proposal, through the last day of the preceding month.

It is agreed that there will be no withholding of Retainage from any billing and by the customer from any payment.

Proposal Price:		\$271,961.00
Engineering / Pre Prod / Shop	(50%)	\$135,980.50
Drawings / Submittals:		
Material Furnished:	(25%)	\$67,990.25
Labor:	(25%)	\$67,990.25

The remainder of the Proposal amount, including change orders that are created in a manner consistent with the process outlined in this proposal, is due at the time of completion and approval by the applicable authority having jurisdiction (if any), but prior to turnover of the equipment by thyssenkrupp Elevator to the Purchaser for use. If this Proposal includes more than one (1) unit, final payment shall be made separately as each unit is completed and approved by the applicable authority having jurisdiction (if any).

TERMS AND CONDITIONS

thyssenkrupp Elevator's performance of this Proposal 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 Proposal or the manufacture, delivery or installation of any equipment described in this Proposal. It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work and 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.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of thyssenkrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during thyssenkrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event thyssenkrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than thyssenkrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold thyssenkrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against thyssenkrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to thyssenkrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

thyssenkrupp Elevator shall not be liable for 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.

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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 Proposal 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 Proposal. In the event any portion of this Proposal 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 Proposal.

In no event shall thyssenkrupp Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages.

This Proposal 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.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. 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.



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Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of thyssenkrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Two Hundred Seventy One Thousand Nine Hundred Sixty One Dollars (\$271,961.00).

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized thyssenkrupp Elevator manager.

thyssenkrupp Elevator Corporation:	City Of Jonesboro (PURCHASER):
<p>By: <u>Robert W. Harp</u> (Signature of thyssenkrupp Elevator Representative)</p> <p align="center">Robert Harp Account Manager bobby.harp@thyssenkrupp.com +1 501 4070459</p> <p align="center">12-06-2017</p> <p>_____</p> <p align="center">(Date of Submission)</p>	<p>By: _____</p> <p align="center">(Signature of Authorized Individual)</p> <p>_____</p> <p align="center">(Print or Type Name)</p> <p>_____</p> <p align="center">(Print or Type Title)</p> <p>_____</p> <p align="center">(Date of Acceptance)</p>
<u>thyssenkrupp Elevator Corporation Approval</u>	
<p>_____</p> <p align="center">(Date of Approval)</p> <p align="center">_____</p> <p align="center">(Signature of Branch Representative)</p> <p align="center">Adam Evans Branch Manager</p>	



**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Please Remit To: thyssenkrupp Elevator Corporation
Attn: Accounts Receivable Dept.
2801 Network Blvd Ste 700
Frisco, TX 75034-1885

City Of Jonesboro
Po Box 1845
Jonesboro AR, 72403-1845

Date	Terms	Reference ID	Customer Reference # / PO
December 06, 2017	Immediate	ACIA-1CU7ON0	

Total Contract Price:	\$271,961.00
Engineering / Pre Prod / Shop Drawings (50%) / Submittals:	\$135,980.50
Amount Due upon Acceptance:	\$135,980.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 501 4070459. To make a payment by phone, please call 469-535-2531 with the reference information provided below.

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

Please detach the below section and provide along with payment.

Customer Name: City Of Jonesboro
Location Name: CITY OF JONESBORO-
Customer Number: 48305

Remit To:
thyssenkrupp Elevator
Attn: Accounts Receivable Dept.
2801 Network Blvd Ste 700,
Frisco TX 75034-1885

Reference ID:	ACIA-1CU7ON0
Remittance Amount:	\$135,980.50