

Otis Service and Repair Order

2/25/2025

CUSTOMER NAME

Galveston County
602 59th St
Galveston, TX 77551

OTIS ELEVATOR COMPANY

1289 North Post Oak Suite 100
Houston, TX 77550

OTIS CONTACT

Olandria Carthen
Phone:
Email:
Olandria.Carthen@otis.com

PROJECT LOCATION

GALVESTON COUNTY JUSTICE
602 59TH STREET
GALVESTON, TX 77551

PROPOSAL NUMBER

QTE-002108339

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
520751	ELV 2

SCOPE OF WORK

Otis Elevator will provide labor and material to perform the following work on the unit referenced herein due to obsolescence

- Remove obsolete drive assembly and associated components
- Submit drive to repair team for rebuild and testing
- Re-install rebuilt drive
- Adjust as needed for proper operation

NOTE :

All components not specifically mentioned herein are to be retained and reused, any additional components needed or found to be in need of repair/replacement will be proposed separately

This proposal does not include any alteration to mainline or 120vac disconnects. Purchaser will be responsible for any building related work, if required

The above work will be performed between the hours of 7am to 3:30 pm, Monday – Friday (excluding weekends and holidays), any delays in project will result in additional charges. Any work required after hours will be proposed separately and is not included herein

Lead time for the above work is 4-6 weeks upon receipt of executed work order, required down payment and receipt of all required materials

DRIVE - REPAIR/ REBUILD DRIVE

The existing drive will be rebuilt or repaired.

Repairs Relating to Rebuilt Component(s) Clarifications:

- 1) The component detailed in this proposal is obsolete, and an upgrade or new replacement is not commercially available.
- 2) The proposal amount listed herein solely covers a repair attempt of the existing component.
- 3) There is no guarantee that the initial repair attempt will fix broken component(s).
- 4) Labor and shipping costs for additional repair attempts are not included in this proposal amount.

- 5) Notwithstanding anything else to the contrary in this proposal including the "TERMS AND CONDITIONS" regarding warranty for this product, if any, there is no warranty (express nor implied), or guarantee of results, whatsoever regarding the subject components.
- 6) Extended downtime should be expected.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

PRICE

\$28,968.33

Twenty-eight thousand nine hundred sixty-eight and 33/100 dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$28,968.33.**PAYMENT TERMS:**

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: TIMOTH THORNTON**TITLE:** Mechanic

Accepted in Duplicate

Galveston County

Otis Elevator Company

Date: 03/18/2025

Date: _____

Signed:

Signed:



Print Name: MARK HENRYPrint Name: Meagan MilfordTitle: COUNTY JUDGETitle: Sr Manager & GM - HoustonEmail: mark.henry@co.galveston.tx.us

Email: _____

Company Name: Galveston County

☒ Principal, Owner or Authorized Representative of
Principal or Owner☐ Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. Notwithstanding anything to the contrary, Otis agrees to indemnify Customer for loss, damage, or penalty (collectively "Damage") to the extent such Damage is solely caused by Otis's negligence, willful misconduct, or material breach of the Contract, but not to the extent caused by others. Otis's duty to indemnify does not include a duty to defend during the pendency of any claim or action as both parties shall defend themselves during the pendency of any claim or action. Notwithstanding anything to the contrary, Otis will supply an insurance certificate evidencing the insurance carried by Otis conditioned on the understanding that it represents full compliance with all insurance requirements applying to Otis for the Work on this project. Otis does not provide copies of its insurance policies or declaration pages, certified or otherwise, does not waive subrogation, and does not add others as additional insured. All limits and values related to coverage if any is provided to Customer shall be actual values without qualifying language such as "at least", "not less than", "no less than", "minimum" or the like. Coverage, if any, will be on an occurrence basis. Coverage limits may be achieved through a combination of underlying and excess policies. Umbrella limits, if any, will be on a stand-alone, not follow-form basis. Renewal certificates will be provided during the term of the Contract. In lieu of adding parties as additional insured, such parties shall be named insured on an Owner and Contractor Protective (OCP) Liability policy with a limit of \$2,000,000.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.