



EMR Elevator, Inc., 2320 Michigan Court, Arlington Texas, 76016

Addendum attached hereto and
incorporated herein for all purposes.

TCM Contract # 2021-109

FULL SERVICE MAINTENANCE CONTRACT

Date: April 26, 2021

Owner and Address: University of North Texas at Dallas
7300 University Hills Blvd.
Dallas, TX 75241

We propose to perform maintenance described on the following elevator equipment:

ELBI	Ele. No.	Building	Bank	Manufacturer	Model	Type	Capacity	Stops	Insp. Date	Commence Date	Term Date	PM Monthly	QEI	Annual
41268	98311	Wisdon Hall	1	TKE	TAC 23	Hydraulic	3500 LBS	4	Aug-2020	May 1, 2021	April 30, 2022	\$135	\$25	\$1,920.00
34405	73972	Founders Hall	1 of 2	Kone	KCM831	Traction	3500 LBS	3	Jan-2020	May 1, 2021	April 30, 2022	\$295	\$25	\$3,840.00
34405	73973	Founders Hall	2 of 2	Kone	KCM831	Traction	3500 LBS	3	Jan-2020	May 1, 2021	April 30, 2022	\$295	\$25	\$3,840.00
42930	104317	Student Ctr.	1 of 2	TKE	Icon	Traction	4500 LBS	3	May-2019	May 1, 2021	April 30, 2022	\$295	\$25	\$3,840.00
42930	104316	Student Ctr.	2 of 2	TKE	Icon	Traction	4500 LBS	3	May-2019	May 1, 2021	April 30, 2022	\$295	\$25	\$3,840.00
17441	72166	College of Law	1 of 3	Kone	Resolve	Traction	3000 LBS.	6	Oct-2020	May 1, 2021	April 30, 2022	\$295	\$25	\$3,840.00
17441	104322	College of Law	2 of 3	Kone	KCM831	Traction	2000 Lbs.	6	Oct-2020	May 1, 2021	April 30, 2022	\$295	\$25	\$3,840.00
17441	104319	College of Law	3 of 3	Kone	KCM831	Traction	2000Lbs.	6	Oct-2020	May 1, 2021	April 30, 2022	\$295	\$25	\$3,840.00
Optional Pricing - Not Included														
20456	58837	DAL 1	1 of 2	EC	Pixel	Hydraulic	3000 LBS	3	Feb-2021	TBD	TBD	\$135	\$25	\$1,920.00
20456	58838	DAL 1	2 of 2	EC	Pixel	Hydraulic	3000 LBS	3	Feb-2021	TBD	TBD	\$135	\$25	\$1,920.00
												Total	\$2,400	\$28,800.00
												Monthly	Annual	

Location(s): University of North Texas at Dallas**Contract Commencement Date:** May 1, 2021

1. **Terms:** The Term of this Contract will be for one (1) year beginning on the Commencement Date. The contract will can be extended after the initial term for an additional three (3) year term unless terminated by either party by giving written notice thirty (30) days prior to the end of the initial term of the contract.

The preventative maintenance program shall include cleaning, lubricating, packing, adjusting, calibrating, repairing, and replacing of parts and equipment for maintenance purposes, and furnishing of all cleaning material, and testing equipment necessary for the performance.

EMR Elevator shall periodically clean and properly lubricate all door equipment, hoistway equipment, motor bearings, repack cylinder head, replenish hydraulic fluid, replace ropes, repack machine stuffing box and bearings on motor operated brakes and refill gear cases and guide lubricators when required.

WE AGREE TO:

2. Make monthly maintenance visits per elevator industry standards.
3. Provide regular time (8:00am – 5:00pm / Monday - Friday) repair call back service as part of this Agreement. Any calls reported after our regular working hours will be billed at our standard billing rates. Response time within four (4) hours or less.
4. Provide quarterly maintenance audits and reports. Provide Capital planner for anticipated failures.
5. The Annual safety test will be performed on each unit under this contract, as required by the ANSI code. These tests shall be performed annually and shall be in accordance with the American National Standard Safety Code for Elevators ANSI A17.1. Provider shall exercise extreme caution and care in performing these





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tests but shall not be responsible for any damage done to the building or elevator equipment. If this test discloses any deficiency in the operation of the equipment, an estimate shall be submitted to the Customer for any work needed to restore the equipment to proper operating condition.

- 6. The cost of the state inspector's rate can is included in the cost of the contract. Once the inspections are completed, the certified state inspector will get all documents to you for filing with the state. The filing fees are not included, as they must be paid by the building owner or building owner's representative.

State Inspector's cost and inspection is included for an additional monthly cost.

State Inspector cost is excluded.

- 7. Elevator phone monitoring and programming from elevator can be included in the contract. EMR can monitor the emergency phone from our dispatch. Emergency calls will go through dispatching center. EMR will test the emergency phone system regularly as part of this contract's preventative maintenance. The repair or replacement of this equipment is specifically excluded. The phone line is the responsibility of the building.

Phone Monitoring is included.

Phone Monitoring is not included in pricing.

YOU AGREE TO:

Please check the method you choose.

8. Pay us the monthly in advance, for maintenance or;

Pay us annually in advance to receive a 2% discount off annual invoice.

<input checked="" type="checkbox"/>	Maintenance: Pay us the sum of <u>\$2,400.00</u> monthly for an annual sum of <u>\$28,800.00</u> annually.
<input type="checkbox"/>	Alternate Maintenance Option: Pay us the sum of <u>\$320.00</u> monthly for an annual sum of <u>\$3,840.00</u> annually.

- 9. Report immediately any condition, which may indicate the need for correction before the next regular Maintenance visit and provide updated and current original equipment wiring diagrams and proprietary diagnostic equipment if required.

- 10. Pay for, as an extra, any work which may be necessary on the finish of the elevator cab, cab doors, hoistway door panels and frames, car light, fan and flooring, emergency light/bell, telephone, underground piping, motor & generator sets, and hydraulic cylinder since these items are not included in this proposal. It's the Owner's responsibility to supply any proprietary software or hardware that may be needed.

- 11. The parties hereto recognize that with the passage of time, equipment technology and designs will change. We shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement, which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our review. You agree to accept our judgment as to the means and methods to be used for any corrective work. We shall not be required to adjust, repairs or replace items necessitated by any other cause including but not limited to, obsolescence, accidents, vandalism, false calls, negligence, misuse of the equipment, or Acts of God. This agreement becomes void if recommended repair of critical safety deficiencies were not performed. These recommendations may be from the Jurisdictional Authority, Insurance Companies, EMR Elevator, or any other authority. If adjustments, repairs, or replacements are required due to such causes, you agree to pay us an extra to this





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agreement for such work at our regular billing rates. You agree that you will not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

12. Pay; in addition to the price quoted any Federal, State or Municipal sales or excise taxes in whatever form they may be enacted now or in the future.

IT IS AGREED THAT:

13. To provide you with the maximum service from previous items in need of repair, we accept them in their present condition with the understanding that you are to pay for, as an extra, the items when they are first repaired. All deficiencies from previous state or city mandated inspections need to be corrected. You will be responsible for the cost of all previous state or city mandated inspection deficiency corrections if EMR Elevator must perform the repair to correct the deficiency. You will be responsible for the cost of any pre-existing condition repairs. EMR Elevator will submit a quote for any previous state or city inspection corrections and/or pre-existing repairs.
14. We will perform all work during regular working hours of our regular working days unless otherwise stated.
15. We are to be granted free access to and the free use of the elevator equipment at any time during business hours that is mutually agreeable.
16. We shall not be required to make safety tests or install new attachments as recommended or directed by insurance companies or government, state, municipal or other authorities.
17. Nothing in this Agreement shall be construed to mean that EMR Elevator or its subsidiaries, officers, directors, agents or employees, (herein collectively referred to as "affiliates") assume any liability for damages or otherwise on account of accidents to persons or property (including but not limited to accidents arising or resulting from the overloading and/or mis-loading of any elevator or other device covered by this contract beyond its rated capacity). You shall be solely responsible for supervising the use of the equipment and you shall provide whatever attendant personnel, warning signs and other controls and cautions that may be required or desirable to insure safe operation. You shall at all times be solely liable for the operation of the equipment and you shall indemnify, protect and save harmless EMR Elevator and its affiliates from liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against EMR Elevator or its affiliates arising out of the operation of the equipment.
18. Neither EMR Elevator nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. EMR Elevator shall not be liable for any work, service or material other than that specifically mentioned herein.
19. The maintenance price quoted in this proposal is subject to yearly reconsideration and adjustment based on the cost of labor and material for the month in which the anniversary date falls.
20. This proposal, when accepted by you and approved by an executive officer of EMR Elevator shall constitute the contract between us and all prior representation or agreements are superseded.





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**FULL SERVICE
MAINTENANCE CONTRACT**

ADDITIONAL SERVICE RATES:

Reference Tips Contract No. 19050201

LABOR RATES:

Regular Hours (8:00AM– 4:00PM / M - F.)	\$126.00 1 Mechanic
Regular Hours (8:00AM– 4:00PM / M - F.)	\$88.20 1 Helper
Regular Hours (8:00AM– 4:00PM / M - F.)	\$214.20 Team
Regular Hours (8:00AM– 4:00PM / M - F.)	\$252.00 2 Mechanics

Overtime Hours (After 4:00PM / M - F.)	\$214.20 1 Mechanic
Overtime Hours (After 4:00PM / M - F.)	\$149.94 1 Helper
Overtime Hours (After – 4:00PM / M - F.)	\$364.14 Team
Overtime Hours (After – 4:00PM / M - F.)	\$428.40 2 Mechanics

Weekends & Holidays	\$252.00 1 Mechanic
Weekends & Holidays	\$176.40 1 Helper
Weekends & Holidays	\$428.40 Team
Weekends & Holidays	\$504.00 2 Helper

Mileage charge \$0.67 per mile

INSPECTION RATES:

Hydraulic Elevator	\$400.00 Per Elevator
Traction Elevator (Annual)	\$550.00 Per Elevator
Traction Elevator (Load Test)	\$1500.00 Per Elevator

PHONE MONITORING RATE:

1 Phone line	\$20.00	Per Elevator
2 – 10 Phones lines	\$10.00	Per Elevator

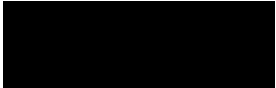




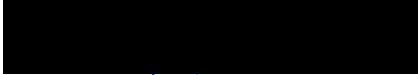
EMR Elevator, Inc., 2320 Michigan Court, Arlington Texas, 76016

**FULL SERVICE
MAINTENANCE CONTRACT**

Respectfully submitted,



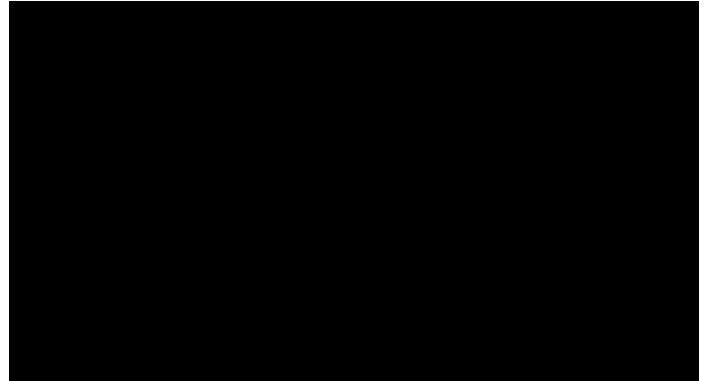
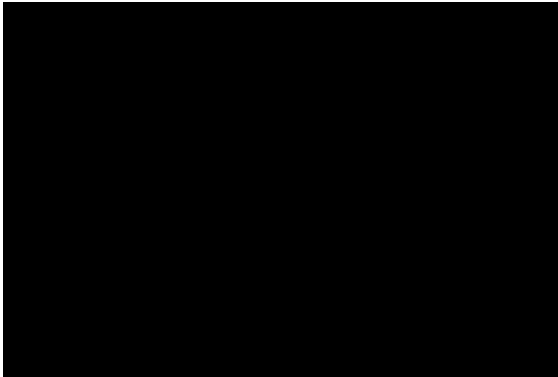
2320 Michigan Court
Arlington, TX 76016
Office/Dispatch: 817-701-2400
Fax: 817-701-2404



www.emrelevator.com

Accepted this 26 day of May, 2021

Contract Approval:



STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System (“UNTS”) and the University of North Texas at Dallas (“UNT”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTD; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov’t Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTD is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTD. Chapter 2260 of the Texas Gov’t Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov’t Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTD that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Dallas County, Texas, and venue for any suit filed against UNTD shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTD’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTD shall issue written notice to Vendor that UNTD may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNTD, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTD shall, without further requirement, satisfy all insurance obligations of UNTD under the Agreement.

Public Information. UNTD shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTD in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNTD records retention requirements; (2) to promptly provide contracting information to UNTD when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNTD or to preserve all contracting information according to UNTD’s records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTD is required by Texas Gov’t Code Section 2261.253 to post each contract it enters into for the purchase of goods or services from a private vendor on its internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov’t Code section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTD is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTD property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTD, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

SIGNATURE PAGE TO FOLLOW

Vendor: EMR Elevator Inc.

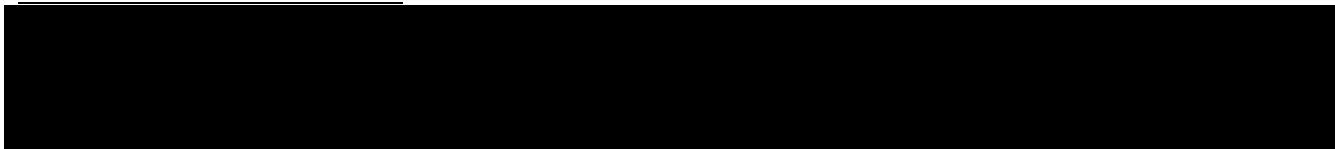
UNIVERSITY OF NORTH TEXAS AT DALLAS

By:

Name:

Title:

Date:



Date: 6/10/2021

6/10/2021



EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM
PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW	DUE DILIGENCE	CONTACTS	PRINT PROFILE
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Print

VENDOR **EMR Elevator Inc**

2320 Michigan Court Arlington TX,76016

WEBSITE www.emrelevator.com

SERVICE/PRODUCTS DESCRIPTION EMR Elevator, Inc. - Providing services including Maintenance, Repair, Modernization, and New Installation on all makes and models of elevators, escalators, and wheel chair lifts, throughout the State of Texas for over 26 years.

CONTRACT: **19050201 Elevators and Servicing**
End Date: Jul-31-2022 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **19050202 Elevators and Servicing (JOC)**
End Date: Jul-31-2021 EDGAR COMPLIANCE: [View Doc.](#)