

ThyssenKrupp Elevator



Date: 9/21/05
 Attention: Bill Howard / Daniel Salmon
 Nassau County Courthouse
 Address: 76347 Veterans Way
 City: Yulee, Fl 32097
 Telephone: (904) 548-4969 / (904) 548-4687 fax

Building: Nassau County Courthouse
 Address: 76347 Veterans Way
 City: Yulee, Fl 32097
 Service contract #:

Purchaser authorizes ThyssenKrupp Elevator to perform the following described ~~repair~~ SM work on the subject elevator(s) in the above building:

To provide the necessary labor & material to provide a new complete entrance at the second floor for the east prisoner elevator:

Includes:

- Cut existing concrete wall to allow for a clear opening to install one (1) hoistway frame & hall pushbutton station. Cutting to be done on the weekend.
- New stainless steel #4 satin finished hoistway frame & hoist way door.
- New hall station with security key-switch to match existing fixtures.
- New hoistway door tracks, door hangers, interlocks and closers.
- New hoistway door sill.
- New microprocessor controls and software from to allow the elevator to recognize the new floor opening.
- Patch & grout around hoistway frame and hoistway door sill.
- Owner will supply 120v - 30 amp dedicated outlet for our use.
- Touch-up painting of walls is to be done by others.

Cost \$ 30,950.00

Work shall commence 2-3 months after P.O. is issued. You agree to pay as follows: 100% upon completion. and acceptance by Nassau County.

This ~~Repair~~ SM Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator.

Purchaser's acceptance of this ~~Repair~~ SM 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 ~~Repair~~ SM 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 ~~Repair~~ SM 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 manager.

Accepted:

NASSAU COUNTY (Board of County Commissioners)

By: Ansley N. Acree
 (Signature of Authorized Individual)

Ansley N. Acree
 (Printed or Typed Name)

Title: Chairman Date: 10/24/05

THYSSENKRUPP ELEVATOR CORPORATION
 6942 Philips Parkway Dr. So.
 Jacksonville, Fl 32256

By: Stephen McDonough
 (Signature of ThyssenKrupp Elevator Representative)

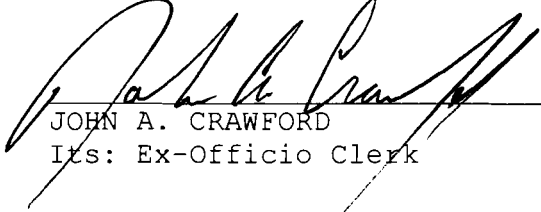
Stephen McDonough
 260-4656

Date: 9/21/05

Approved by: _____

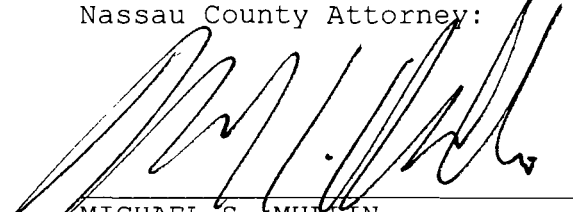
Title: Branch Manager Date: _____

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

Terms and conditions.

ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree 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 those of our subcontractors, the work place will be monitored, and prior to and during our 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 our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your 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 your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, ^{GM} maintenance, ~~installation~~, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the joint or sole negligence of ThyssenKrupp Elevator or our employees.

~~You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.~~

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

~~Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.~~

You agree that all existing equipment removed by ThyssenKrupp Elevator shall become the exclusive property of ThyssenKrupp Elevator.

~~We retain title to all equipment supplied by us under this contract, 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 this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession 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 our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.~~

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability

upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any reinspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or ThyssenKrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1 1/2% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement 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.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in ~~Miami-Dade~~ ^{GM} ~~County, Florida.~~ _{FOID} ^{MANASSAU}

The rights of ThyssenKrupp Elevator under this agreement 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 agreement.

In the event any portion of this agreement 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 agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

NOTICE TO PROCEED

**TO: THYSSENKRUPP ELEVATOR CORPORATION
8942 PHILIPS PARKWAY DRIVE, SOUTH
JACKSONVILLE, FL 32256**

DATE: October 31, 2005

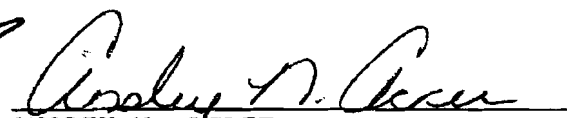
Provide necessary labor and materials to provide a new complete entrance at the second floor for the east prisoner elevator at the Nassau County Judicial Annex, Nassau County, Florida

Pursuant to the proposal from ThyssenKrupp Elevator approved by the Board of County Commissioners of Nassau County, Florida, on the 24th day of October 2005, you are hereby authorized to proceed with the scope of work to perform the Services necessary to install elevator door and all other components needed for the secure prisoner elevator stop. The scope of work to provide the necessary labor and material for providing a new complete entrance at the second floor for the east prisoner elevator shall include the following: Cut existing concrete wall to allow for a clear opening to install one (1) hoistway frame and hall pushbutton station. Cutting is to be done on the weekend; Install new stainless steel #4 satin finished hoistway frame and hoistway door; Install new hall station with security key-switch to match existing fixtures; Install new hoistway door tracks, door hangers, interlocks and closers; Install new hoistway door sill; Install new microprocessor controls and software to allow the elevator to recognize the new floor opening; Patch and grout around hoistway frame and hoistway door sill. The fixed fee amount for said services shall not exceed \$30,950 and the scope of work shall be completed by March 31, 2006.

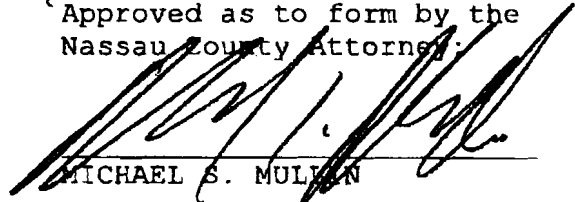
ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JOHN A. CRAWFORD
Its: Ex-Officio Clerk


ANSLEY N. CREE
Its: Chairman

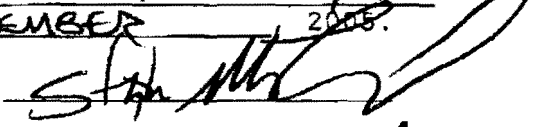
Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLEN

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: STEPHEN McDONOUGH this the 16th day
of DECEMBER 2005.

By: 
Title: BRANCH MANAGER

NOTICE TO PROCEED

TO: **THYSSENKRUPP ELEVATOR CORPORATION**
8942 PHILIPS PARKWAY DRIVE, SOUTH
JACKSONVILLE, FL 32256

DATE: **October 31, 2005**

Provide necessary labor and materials to provide a new complete entrance at the second floor for the east prisoner elevator at the Nassau County Judicial Annex, Nassau County, Florida

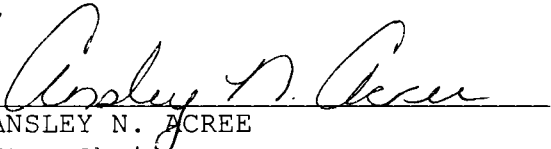
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ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



JOHN A. CRAWFORD
Its: Ex-Officio Clerk



ANSLEY N. ACREE
Its: Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULVAN

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: STEPHEN McDONOUGH this the 16th day
of DECEMBER 2005.

By: [Signature]
Title: BRANCH MANAGER