

ThyssenKrupp Elevator

Americas Business Unit

Work Order.



ThyssenKrupp

TK-102-0969-RO

Date: 02/02/2010
Location: Kittitas County Courthouse
Address: 205 W 5th Avenue
City: Ellensburg, WA 98926
Contract #: 102IF00304
Telephone: (509)962-7509
Equipment ID: one Western hydro
RWO Title: Power Unit Replacement

Purchaser: Kittitas County
Contact Name: Matthew Anderson
Title: Director Facilities Maintenance
Company: Kittitas County
Address: 205 W 5th Avenue
City/ST/ZIP: Ellensburg, WA 98926
Phone: (509)962-7509
Facsimile: (509)962-7086

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following elevator(s) in the above building:

Power Unit Replacement

Provide material and labor to remove and replace the existing power unit(s) in the above referenced building. The power unit replacement includes the motor, pump, hydraulic valve, muffler, oil reservoir tank, hydraulic fluid, isolation assembly and all necessary hardware. Existing controller and oil line shall remain and be reused. Price does not include any alterations to the main-line feed.

Purchaser agrees to pay the sum of: Seventeen Thousand Seven Hundred Twenty-Eight and 82/100 (\$17,728.82) Dollars which includes all applicable taxes. Delivery and shipping is included. All work is to be performed during regular working days and hours, unless otherwise indicated herein. No permits or inspections by others are included in this work, unless otherwise indicated herein.

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

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

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

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

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

Work Order.

THE ATTACHED ADDENDUM NO. 1
IS HEREBY MADE A PART OF THIS
Kittitas County AGREEMENT

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<p>ThyssenKrupp Elevator Corporation:</p> <p>By: <u>[Signature]</u> (Signature of ThyssenKrupp Elevator Representative)</p> <p><u>Mary Richards-Treptow</u> Account Representative</p> <p>Return 9711 E Knox Avenue Suite 1 Address: Spokane Valley, WA 99206 Tele: (509)533-2701 Fax: (866)774-1635</p> <p><u>02/02/2010</u> (Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>	<p>ThyssenKrupp Elevator Corporation Approval:</p> <p>By: <u>[Signature]</u> (Signature of Authorized Individual)</p> <p><u>LESLIE PHILLIPS</u> CONTRACT ANALYST</p> <p><u>Bryan Wheeler</u> (Print or Type Name)</p> <p>_____ Branch Manager</p> <p>_____ (Print or Type Title)</p> <p><u>2-12-2010</u> (Date of Approval)</p>
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Terms and Conditions.

ThyssenKrupp Elevator Corporation 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 ThyssenKrupp Elevator Corporation does 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.

ThyssenKrupp Elevator Corporation has made no examination of, and assumes 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 Corporation's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator Corporation reserves 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 Corporation 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 Corporation 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 Corporation 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.

Reasonable

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 Corporation performing the services herein specified, Purchaser expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator Corporation and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator Corporation under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

SEE Addendum No. 1

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

ThyssenKrupp Elevator Corporation shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall ThyssenKrupp Elevator Corporation be liable for any consequential, special, or indirect damages. ThyssenKrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order and Purchaser expressly agrees to release and

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discharge ThyssenKrupp Elevator Corporation from any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order.

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Should loss of or damage to ThyssenKrupp Elevator Corporation's material, tools or work occur at the erection site, Purchaser shall compensate ThyssenKrupp Elevator Corporation therefore, unless such loss or damage results from our own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator Corporation shall become the exclusive property of ThyssenKrupp Elevator Corporation.

ThyssenKrupp Elevator Corporation retains 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, ThyssenKrupp Elevator Corporation 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 ThyssenKrupp Elevator Corporation's request, Purchaser agrees to join with ThyssenKrupp Elevator Corporation 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 Insurance coverage will be furnished to purchaser only upon written request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the Work Order price set forth in this agreement.

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.

Purchaser shall bear all cost(s) for any reinspection of ThyssenKrupp Elevator Corporation's 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 Corporation.

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

A service charge of 1 1/4% per month, or the highest legal rate, whichever is more, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, Purchaser agrees 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 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 hereby waives trial by jury.~~ Purchaser agrees that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. Purchaser consents to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

The rights of ThyssenKrupp Elevator Corporation under this agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator Corporation 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 Corporation 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 Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between the parties.

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By: _____
(Initial by Authorized Individual)
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RE: POWER UNIT REPLACEMENT
102Q
02-12-2010
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ADDENDUM NO. 1

This Addendum No. 1 shall be made a part of the Work Order dated February 2, 2010 and in the event of conflict with other terms and conditions, this Addendum No. 1 shall be final.

Page 2 Terms and Conditions

Amend to replace seventh paragraph in its entirety with the following:

The Purchaser agrees to and shall defend, indemnify and hold harmless ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates and subsidiaries from and against any and all claims, demands, suits and proceedings brought against ThyssenKrupp Elevator Corporation, its employees officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by negligence of the Purchaser in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Work Order, or the associated areas surrounding such equipment. Purchaser recognizes that its obligation to ThyssenKrupp Elevator Corporation under this clause includes payment of all reasonable attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Any liability attaching to the Purchaser shall be reduced by any proportion that such injury, loss, property damage, death or harm is caused by negligence or intentional misconduct of ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates and subsidiaries.

ThyssenKrupp Elevator Corporation agrees to and shall defend, indemnify and hold harmless the Purchaser, its elected or appointed officials, agents, or employees from and against any and all claims, demands, suits and proceedings brought against the Purchaser, its elected or appointed officials, agents, or employees for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by the negligence of ThyssenKrupp Elevator Corporation in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Work Order, or the associated areas surrounding such equipment. ThyssenKrupp Elevator Corporation recognizes that its obligation to the Purchaser under this clause includes payment of all reasonable attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Any liability attaching to ThyssenKrupp Elevator Corporation shall be reduced by any proportion that such injury, loss, property damage, death or harm is caused by negligence or intentional misconduct of Purchaser, its elected or appointed officials, agents, or employees.

Amend to replace eighth paragraph in its entirety with the following:

The Purchaser maintains insurance through the Washington Counties Risk Pool. ThyssenKrupp Elevator Corporation hereby acknowledges that the coverage regularly maintained by the Purchaser provides sufficient coverage from liability for potential claims arising pursuant to this Work Order.

AGREED AND ACCEPTED:

KITTITAS COUNTY COURTHOUSE

BY:
TITLE:

**THYSSENKRUPP ELEVATOR
CORPORATION**


BY: **LESLIE PHILLIPS**
TITLE: **CONTRACT ANALYST**