



WORK ORDER

Date: March 08, 2018

Recommended by: Mack, Victor

Purchaser: City of St Helena

Location: CARNEGIE LIBRARY

Address: 1480 Main St

1360 Oak Ave

City/State/Zip: Saint Helena, CA 94574-1854

Saint Helena, CA 94574-1943

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Thirteen Thousand Four Hundred Twenty Three Dollars (\$13,423.00)** plus any applicable tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Scope of Work:

Actuators and Batteries

thyssenkrupp Elevator proposes to furnish the necessary labor and material to install the damaged actuators on the elevator. We shall verify that all wiring is correct. We shall also replace Qty (4) batteries for the battery lowering device. This unit has been down for some time which has caused the batteries to die out.

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. 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 until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If 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 Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, 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 Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of 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



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equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused, in whole or in part, by or resulting from the sole negligence, active negligence, or willful misconduct of thyssenkrupp Elevator and/or its employees. In consideration of thyssenkrupp Elevator performing the work described above, thyssenkrupp Elevator, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit Purchaser, its employees, officers, city council, and agents from and against any and all claims, demands, suits, and proceedings made or brought against Purchaser, its employees, officers, city council, and agents 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 thyssenkrupp Elevator in connection with the thyssenkrupp Elevator presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment, but only to the extent of Thyssenkrupp Elevator's negligence, recklessness, and willful misconduct.

thyssenkrupp Elevator expressly agrees to name Purchaser along with its officers, city council, and agents, as additional insureds in thyssenkrupp Elevator's liability and any excess (umbrella) liability insurance policy(ies). Additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Thyssenkrupp Elevator's negligence and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for bare allegations. Such insurance must insure Purchaser, along with its officers, city council, and agents for those claims and/or losses referenced in the above paragraph, for claims and/or losses arising from the subject of this Work Order. Such insurance must specify that its coverage is primary and non-contributory, and Each Party hereby waives the right of subrogation against the other Party.

Neither Purchaser nor thyssenkrupp Elevator 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 their control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results in whole or in part from solely from thyssenkrupp Elevator's own acts or omissions. thyssenkrupp Elevator shall be responsible for site control and protection of the elevator and surrounding work area while it is providing the services pursuant to this Work Order.

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

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator. However, thyssenkrupp Elevator shall provide written prior notice and a cost proposal, and receive Purchaser's prior written approval, for all work thyssenkrupp Elevator believes is outside this Work Order's scope of work or requires the assistance of other trades or such entitlement to additional compensation will be deemed waived.

thyssenkrupp Elevator and Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and Purchaser and thyssenkrupp Elevator specifically releases each other from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. .

The parties agree 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 location as to all matters and disputes arising out of this Work Order. The parties further agree to waive trial by jury for all such matters and disputes.

The parties' rights under this Work Order shall be cumulative, and the failure on the part of a party to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by that party 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 Work Order.

In the event any portion of this Work Order 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 Work Order.

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 thyssenkrupp Elevator and Purchaser with respect to the work described herein.



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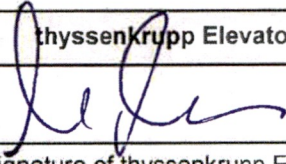
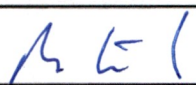




Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$6,711.50 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order 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 Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager. This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

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 called for in this Work Order.

| | | | |
|---|--|--|--|
| thyssenkrupp Elevator Corporation: | | (PURCHASER): | |
| By:  | | By:  | |
| (Signature of thyssenkrupp Elevator Representative) | | (Signature of Authorized Individual) | |
| Mayra Ruiz Account Manager mayra.ruiz@thyssenkrupp.com +1 | | MARK PIESTWILCH (Print or Type Name) | |
| | | CPI MANAGER (Print or Type Title) | |
| 03-08-2018 (Date of Submission) | | 3.20.18 (Date of Acceptance) | |
| thyssenkrupp Elevator Corporation Approval | | | |
|  | |  | |
| (Date of Approval) | | (Signature of Branch Representative) | |
| 3/19/18 | | Rachel Jones Sales Manager | |

See attached approval email
from David



**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Please Remit To: thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Attn: Christina Cook

| Date | Terms | Reference ID | Customer Reference # / PO |
|----------------|-----------|--------------|---------------------------|
| March 08, 2018 | Immediate | ACIA-1E819MK | |

Total Contract Price: \$13,423.00

Down Payment: (50%) \$6,711.50

Amount Due upon Acceptance: \$6,711.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1. To make a payment by phone, please call 801-449-8270 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 St Helena
Location Name: CARNEGIE LIBRARY
Customer Number: 136929

Remit To:
thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta GA 31193-3004

Reference ID: ACIA-1E819MK

Remittance Amount: \$6,711.50