

HUMBOLDT COUNTY CONSTRUCTION AGREEMENT

This AGREEMENT is made and entered into this 20th day of August, 2019, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called "COUNTY," and Thyssenkrupp Elevator Corporation, hereinafter called "CONTRACTOR."

Project Location: Mental Health Facility, 720 Wood Street, Eureka, CA 95501
Contractor's License Number: 651371
Contractor's DIR Number: 1000002104

COUNTY and CONTRACTOR for the consideration hereinafter named agree as follows:

SECTION 1. SCOPE OF WORK

The work to be performed by CONTRACTOR shall be as described below. CONTRACTOR shall furnish all Labor, Tools, Equipment and Materials and perform all the work to provide a complete functional system including, but not limited to:

1. *All items noted in Exhibit A. Scope of Services*
2. Schedule: CONTRACTOR shall provide county with construction schedule within 10 (ten) days of contract execution.
 - a. CONTRACTOR shall provide county 48 hour notice prior to beginning work.
3. Use of the Site: Limit use of the premises to work in areas of work.
4. CONTRACTOR shall meet with county staff to coordinate the locations of holes to be drilled by a certified abatement contractor (county expense) prior to project start.
 - a. Keep driveways and entrances serving the premises clear.
5. Workers:
 - a. CONTRACTOR shall at all times enforce strict discipline and good order among workers.
 - b. There shall be no smoking in or near the existing building.
6. Noise and Vibration Abatement and Notices: Limit noise and vibration to a reasonable level.
7. Building Access and Security:
 - a. Access: Normal/Regular building hours are Monday through Friday, 8:00 AM to 5:00 PM.
 - b. Work Hours: Work is to be performed during normal building hours unless prior arrangements are made with county.
8. Security: Security and access are important parts of this work and some parts of the building are accessible to the CONTRACTOR after hours and weekends, these areas require prior arrangements for access.

SECTION 2. AGREEMENT PRICE

COUNTY shall pay, and CONTRACTOR shall accept CONTRACTOR'S Price of: Sixty Five Thousand Seven Hundred Thirty Dollars and 00/100 (\$65,730.00) as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this AGREEMENT; also for all loss or damage, arising out of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of COUNTY. CONTRACTOR will be paid within thirty (30) days after completion and acceptance of the work.

SECTION 3. AGREEMENT DOCUMENTS

P.O. Box 420603, San Francisco, CA 94101, Phone: (415) 703-4780. Complete Certified Payrolls must be submitted to the Department of Public Works together with each application for payment.

- B. Pursuant to Section 1771.1(a) of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

SECTION 9. INSURANCE AND INDEMNITY

- A. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 2. Automobile and liability coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit coverage including, but not limited to, owned, non-owned, leased and hired vehicles and trucks. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
 3. Workers Compensation Insurance compensation coverage, if required by California Law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.
 4. Employers Liability coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
 5. If applicable, Environmental Impairment Liability coverage appropriate for the hazardous materials/waste activity contemplated in this agreement. One million dollars (\$1,000,000) per claim; and two million dollars (\$2,000,000) annual aggregate. The retroactive date (if any) is to be no later than the effective date of this agreement.
 6. Insurance Notices:

County of Humboldt	AND	Humboldt County Administrative Office
Attn: Risk Management		825 5 th Street, Room 112
825 5 th Street, Room 131		Eureka, California, 95501
Eureka, CA 95501		
- C. Special Insurance Requirements. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:
1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations

performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Is primary insurance as regards to County.
 - c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to "XCU Hazards".
 - d. Does not contain a pro-rated excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth above. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
 5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

D. Indemnification

CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the negligence or willful misconduct of the County.

E. Subcontractor

Should CONTRACTOR subcontract any portion of the work to be performed under this Agreement, said subcontractors shall be required by CONTRACTOR to:

1. Enter into a written contract with CONTRACTOR acknowledging that no employee/employer relationship exists between CONTRACTOR and subcontractor and that no Workers' Compensation, unemployment benefits, or other personnel benefits are required by or available to subcontractor through CONTRACTOR or County.
2. Hold harmless and to indemnify, defend and save harmless CONTRACTOR and County, its Board of Supervisors, officers, agents, employees and volunteers, from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, material suppliers, laborers, and any other

person, firm or corporation who may be injured or damaged by subcontractor in the performance of this Agreement

SECTION 10. TERMINATION OF AGREEMENT

- A. Should CONTRACTOR fail to perform any of the provisions of the Agreement, COUNTY shall have the right, whether or not an alternative right is provided, to declare the Agreement terminated. A written notice by COUNTY to CONTRACTOR that the Agreement is terminated shall be deemed a complete termination of same.
- B. On the Agreement being so terminated, CONTRACTOR shall, provided CONTRACTOR is ordered to do so by COUNTY, immediately remove from the premises all or any materials and personal property belonging to CONTRACTOR which have not been used in the construction of the work or which is not in place in the work; and CONTRACTOR shall be liable for all damages caused to COUNTY by reason of failure to complete the Agreement.

SECTION 11. NOTICES

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be deemed effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Notices required to be given to COUNTY shall be addressed as follows:

County Administrative Office
ADA Compliance Team
825 5th Street, Room 112
Eureka, California, 95501

Notices required to be given to CONTRACTOR shall be addressed as follows:

Thyssenkrupp Elevator Corporation
940 Riverside Parkway, Suite 20
W. Sacramento, CA 95605

SECTION 12. WARRANTY

CONTRACTOR shall be held responsible to promptly and at its own expense cost make good any defects due to faulty, improper or inferior workmanship or materials arising or discovered in any part of the work within one (1) year after the completion and final acceptance of the same by the Department of Public Works unless a longer period is called for in the Technical Specification Sections.

SECTION 13. COMPLIANCE WITH BUILDING LAWS

All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, the Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, and other applicable state laws or regulations including all of Title 24, California Code of Regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these codes.

SECTION 14. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production,

or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

SECTION 15. ASSIGNMENT/SUBCONTRACTING

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither party shall have the right to transfer, delegate, subcontract or assign all or part of its interest in or duties under this Agreement without the prior written authorization of the other party. Notwithstanding the foregoing, CONTRACTOR may assign its rights, delegate its duties or otherwise transfer all or part of its performance hereunder to any subsidiary of CONTRACTOR. No assignment or subcontract shall be effective and/or binding upon COUNTY unless COUNTY has received advance actual notice thereof and grants its approval. Said approval shall not be unreasonably withheld. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISION

CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964 and no person shall, on the grounds of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classification protected by federal, state, or local laws and ordinances be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

SECTION 17. DRUG-FREE WORKPLACE

CONTRACTOR and CONTRACTOR'S employees shall comply with COUNTY'S policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 United States Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, CONTRACTOR within five (5) days thereafter shall notify the head of the COUNTY department/agency for which the Agreement work is performed. Violation of this provision shall constitute a material breach of this Agreement.

SECTION 18. ENTIRE AGREEMENT

It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by CONTRACTOR that COUNTY and COUNTY'S agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth in this Agreement, and that no claim or liability or cause for termination shall be asserted by CONTRACTOR against COUNTY for, and COUNTY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with COUNTY being expressly waived by CONTRACTOR.

SECTION 19. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Humboldt. Any action or dispute arising out of this Agreement shall only be brought in the County of Humboldt.

SECTION 20. ATTORNEY FEES ON BREACH

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

SECTION 21. NO WAIVER OF DEFAULT

- A. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment of any funds disbursed to CONTRACTOR under this Agreement; which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

SECTION 22. CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY

While engaged in carrying out and complying with the terms and conditions of this Agreement, CONTRACTOR is an independent contractor and not an officer, employee or agent of COUNTY.

SECTION 23. INTERPRETATION

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

SECTION 24. AMENDMENTS

No amendment or modification of the terms of this Agreement shall be binding on either party unless reduced to writing and signed by an authorized official of both parties.

SECTION 25. PRESERVATION OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION 26. COUNTERPARTS

For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes but all of which together shall constitute one instrument.

SECTION 27. AUTHORITY TO EXECUTE

Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

APPROVED AND EXECUTED:

COUNTY OF HUMBOLDT

BY: BW Puley
Purchasing Agent

DATE OF EXECUTION: 8-20-2019

COUNTY COUNSEL
APPROVED AS TO FORM:
(Standard Pre-approved Form)

RISK MANAGEMENT
APPROVED AS TO FORM:
(Standard Pre-approved Form)

CONTRACTOR: Thyssenkrupp Elevator Corp.

Date: 8/19/19

By: [Signature]

Title: Branch Manager
(Chair, President, Vice President)

Date: 8/19/19

By: [Signature]

Title: Account Manager
(Secretary, Assistant Secretary, CFO, Assistant Treasurer)

**For Corporations: Two Corporate Officer
signatures required**

**The Attached Amendment
No 1 is Hereby Made a
Part of This Agreement**

Repair Work Order



720 Wood Street

July 30, 2019

Purchaser: County of Humboldt
Address: 825 5th St
Eureka, CA 95501

Location: 720 Wood Street
Address: 720 Wood Street
Eureka, CA

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 Sixty Five Thousand Seven Hundred Thirty Dollars (\$65,730.00) inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
Hydro	Hall Stations	Aesthetic
Hydro	Lanterns	Aesthetic
Hydro	Jamb Braille	Aesthetic
Hydro	Door Operators	Performance
Hydro	Car Station	Operational
Hydro	Remote Security Button	Safety

In the event you have any questions regarding the content of this Proposal please contact me at +1 916 3768700
We appreciate your consideration.

Regards,

Tracy Zenovic
thyssenkrupp Elevator Corporation
940 Riverside Pkwy Ste 20
W. Sacramento CA 95605
tracy.zenovic@thyssenkrupp.com | +1 916 3768700

Notice:

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.

Repair Work Order



Scope of Work

ADA Upgrades

Provide labor and materials to complete the following work to bring the elevator up to current ADA code:

- Install new hall stations at each landing
- Install hall lanterns at each landing
- Install new jamb braille at each opening
- Install new door operators on front and rear doors
- Install new car station
- Install new remote security call button

(End Scope of Work)

Repair Work Order



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 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 and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator 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, 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 negligence or legal responsibility of thyssenkrupp Elevator 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 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. 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 solely from thyssenkrupp Elevator's own acts or omissions.

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.

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 specifically releases thyssenkrupp Elevator 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. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees 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 as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order 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 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.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

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.



thyssenkrupp

Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: 720 Wood Street
Street Address: 720 Wood Street
City State, Zip: Eureka, CA

Dear Travis Smith,

Thank you for allowing us the opportunity to perform the repair job listed above. We have completed the work as outlined in job # _____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: Travis Smith
Print or Type Name

Customer Signature: _____
Signature of Authorized Individual

Title: _____
Print or Type Title

Date: _____
Date of acceptance

Customer Email: tsmith@co.humboldt.ca.us
Customer Email

thyssenkrupp Representative

Name: Tracy Zenovic
Print or Type Name

Signature: _____
Signature of Authorized Individual

Title: Account Manager
Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- Sales Department
 - Branch Manager
- Phone Number

- Service Department
- Repair Department

Comments:

Re: HUMBOLDT COUNTY CONSTRUCTION AGREEMENT 9

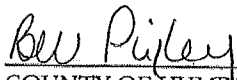
Amendment No.1

This Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final.

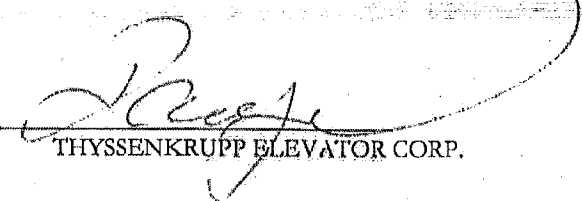
5 & 6: Amend so a schedule shall be agreed to in writing by both parties before becoming effective. Amend so that Contractor shall automatically receive an extension of time commensurate with any delay not solely caused by Contractor. Contractor shall not be liable for consequential damages. Contractor provides county with written justification should a delay be caused that is out of the contractor's control.

9: (B) (3) Amend so the waiver of subrogation shall be limited to the extent any claim is caused by Contractor. (5) Delete. (C)(1) Amend so the additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for bare allegations. (6) Amend so there shall be restrictions or approvals regarding the SIR and any deductible or self-insured retention over \$100,000 shall be disclosed to COUNTY.

27 & Signature Page: Amend so designate in writing an employee with authority to bind Contractor to this Agreement.



COUNTY OF HUMBOLDT



THYSSENKRUPP ELEVATOR CORP.



thyssenkrupp

August 19, 2019

Ms. Rachel Jones
thyssenKrupp Elevator Corporation
940 Riverside Parkway, Suite 20
West Sacramento, CA 95605

Re: Signature Authority

Dear Ms. Jones:

I hereby designate you as empowered and duly authorized to execute for and in the name of thyssenKrupp Elevator Corporation, Contracts, Amendments, Lien Releases, Change Orders, and Bid Documents pursuant to or in connection with the sale of the Company's products and services in the normal and ordinary course of business.

This is a charge or trust and responsibility that I know you will discharge with discernment and meticulous vigilance.

Sincerely,

Mark Hintz
Vice President Contracts Department

ThyssenKrupp Elevator Corporation
3100 Interstate N Cir SE, Suite 500
Atlanta, GA 30339
Telephone: (770) 799-0448
Fax: (866) 653-5591
E-mail: mark.hintz@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com

