

## Time and Material Proposal Water Damage Work Order

July 03, 2018

Purchaser: Williamson County Facilities  
Address: 3101 Se Inner Loop  
City/State/Zip: Georgetown, TX 78626-6317

Location: Williamson County Facilities  
3101 Se Inner Loop  
Georgetown, TX 78626-6317

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Time & Material - Repair Water Damage - Unit US90387

Time and Material for Elevator #10 to repair water damaged components.

In exchange for thyssenkrupp Elevator's agreement to perform the work described above, Purchaser agrees to pay thyssenkrupp Elevator for that work and all travel time at the hourly rate described below, reimburse thyssenkrupp Elevator any additional applicable sums that thyssenkrupp Elevator is obligated to pay its technicians in accordance with the collective bargaining agreement, reimburse thyssenkrupp Elevator all parking and toll charges it incurs in connection with that work and travel, and pay thyssenkrupp Elevator's charge for the materials it uses to complete that work.

Mechanic Rate: Two Hundred Seventy Eight and 86/100 Dollars \$278.86 per hour

Team Rate: Five Hundred One and 93/100 Dollars \$501.93 per hour

In the event you have any questions regarding the content of this Proposal please contact me at +1 512 4861030

We appreciate your consideration.

Regards,

Andre Miller  
thyssenkrupp Elevator Corporation  
3615 Willow Springs Rd.  
Austin ,TX 78704  
andre.miller@thyssenkrupp.com | +1 512 4861030

**Disclaimer:** This Work Order is for the performance of work which is necessary to return water-damaged equipment to operation. However, water intrusion is known to compromise certain components of an elevator system over a long period of time. As a result, thyssenkrupp Elevator cannot guarantee the future performance of this elevator or many of its components until extensive additional work has been performed to replace those components. thyssenkrupp Elevator offers this Work Order as interim solution only and in an effort to service its customers and to assist them in returning their equipment to operation in a timely manner. Should Purchaser prefer to skip this interim step, and receive a comprehensive proposal that would return the equipment to the same condition it was in prior to the event that caused the water damage, please advise thyssenkrupp Elevator, and thyssenkrupp Elevator will prepare one as quickly as time allows under the circumstances. Should Purchaser accept this Work Order for initial work necessary to return the equipment to operational status, Purchaser expressly agrees that it will not bring a claim of any type or kind in the future alleging that thyssenkrupp Elevator breached this Work Order or that thyssenkrupp Elevator was negligent for any failure to identify any additional work necessary to address the condition of the equipment caused by exposure to water. Purchaser further acknowledges that it will not allege or claim that thyssenkrupp Elevator is responsible for any future third-party claims or lawsuits resulting from the abnormal operation of the equipment that is the subject of this Work Order.

**Insurance:** Purchaser may be making an insurance claim to cover the work set forth in this Work Order. If so, it is solely Purchaser's responsibility to ensure that its insurance carrier has inspected the damage prior to the start of thyssenkrupp Elevator's work under this Work Order. Moreover, Purchaser's insurance carrier will likely require proof that the work has been completed and may also require an inspection of the parts/components that were replaced. It is solely Purchaser's responsibility to take custody of all parts/components, to store them at a location of Purchaser's choosing at Purchaser's sole expense, and to coordinate any inspections of those parts/components by its insurance carrier. The cost of any attendance by thyssenkrupp Elevator at such an inspection will be in addition to the services outlined above and will be the subject of a change order. Finally, Purchaser acknowledges that payment to thyssenkrupp Elevator for any work covered by this Work Order shall not be contingent upon payment to Purchaser by any insurance carrier or any other third party.

## **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 Elevator Corporation



## Acceptance

This proposal, together with the terms and conditions which are expressly made a part of this proposal and agreed to, when signed and accepted by the Purchaser and approved by an officer or an authorized representative of thyssenkrupp Elevator shall constitute exclusively and entirely the contract between the parties and all prior representation or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or addition to this agreement will be recognized unless made in writing and properly executed by both parties.

thyssenkrupp Elevator Corporation:	Williamson County:
By: <u>Andre K. Miller</u> (Signature of thyssenkrupp Elevator Representative)  Andre Miller Account Manager andre.miller@thyssenkrupp.com +1 512 4861030  07-03-2018  (Date of Submission)	By: <u>[Signature]</u> (Signature of Authorized Individual)  <u>Dan X Gatti</u> (Print or Type Name)  <u>County Judge</u> (Print of Type Title)  <u>07-13-2018</u> (Date of Acceptance)
<b>thyssenkrupp Elevator Corporation Approval</b>	
          (Date of Approval)	          (Signature of Branch Representative)  Nancy Crumley Service Sales Manager

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thyssenkrupp Elevator Corporation:	Williamson County:
<p>By: <u>Andre K. Miller</u>          (Signature of thyssenkrupp Elevator Representative)</p> <p>Andre Miller          Account Manager          andre.miller@thyssenkrupp.com          +1 512 4861030</p> <p>07-03-2018          _____          (Date of Submission)</p>	<p>By: _____          (Signature of Authorized Individual)</p> <p>_____          (Print or Type Name)</p> <p>_____          (Print or Type Title)</p> <p>_____          (Date of Acceptance)</p>
thyssenkrupp Elevator Corporation Approval	
<p>_____          (Date of Approval)</p> <p>_____          (Signature of Branch Representative)</p> <p>Nancy Crumley          Service Sales Manager</p>	