

## AGREEMENT

THIS CONTRACT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter collectively called "COUNTY", and ThyssenKrupp Elevator Corp., hereinafter called "CONTRACTOR." This agreement is of no force or effect until signed by both CONTRACTOR and COUNTY.

The COUNTY and the CONTRACTOR hereby agree as follows:

1. SCOPE OF WORK. The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike manner. CONTRACTOR shall provide services to the COUNTY described in the attached Exhibit A. CONTRACTOR certifies that it has the expertise, capabilities, and license(s) necessary to determine and provide the services requested. *See attached Exhibit A for Scope of Work* *KS 7-27-18*
2. TIME FOR START AND COMPLETION. Contractor may not commence work until County signs the agreement. CONTRACTOR shall commence the work as directed by County staff. CONTRACTOR has been retained to perform work on an emergency basis for the County. Time is of the essence in each and all of the provisions of this CONTRACT.
3. CONTRACT PRICE. The COUNTY shall pay the CONTRACTOR as full consideration for the performance of this CONTRACT the contract sum of Fourteen thousand two hundred forty four dollars., (\$14,244.00), *plus ten thousand nine hundred seventy four dollars (\$20,974).* *KS 7-27-18*
4. WORKER'S COMPENSATION. Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with such provisions before commencing the performance of the work of this contract.
5. PREVAILING WAGES. Contractor and all subcontractors performing work under this contract shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by Labor Code Sec. 1771. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Sec. 1775.
6. DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.
7. LICENSE. CONTRACTOR certifies that it possesses and will maintain a valid license as issued by the California State Contractor's License Board, during the entire term of this AGREEMENT. CONTRACTOR is licensed to perform the work in accordance with the provisions of the Contractors' State Licensing Law, Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.
8. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this AGREEMENT, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY.

# Exhibit A



## WORK ORDER

Date: April 06, 2018

Recommended by: Jordan, Matthew

Purchaser: Natividad Medical Center

Location: NATIVIDAD HOSPITAL MAIN BUILDING

Address: Po Box 81611

1441 Constitution Blvd

City/State/Zip: Salinas, CA 93912-1611

Salinas, CA 93906-3100

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 Fourteen Thousand Two Hundred Forty Four Dollars (\$14,244.00) plus any applicable tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

### Scope of Work:

#### Safety Glass Replacement: Cars 6 & 7

Thyssenkrupp Elevator will provide material and labor to replace the safety glass to meet the State requirements for Cars 6 and 7.

The glass in the elevator car shall be safety glass meeting the requirements of ANSI Z97.1. Each piece of glass shall be legibly and permanently marked in one corner with the words "American National Standard Z97.1" or the characters "ANSI Z97.1"

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.

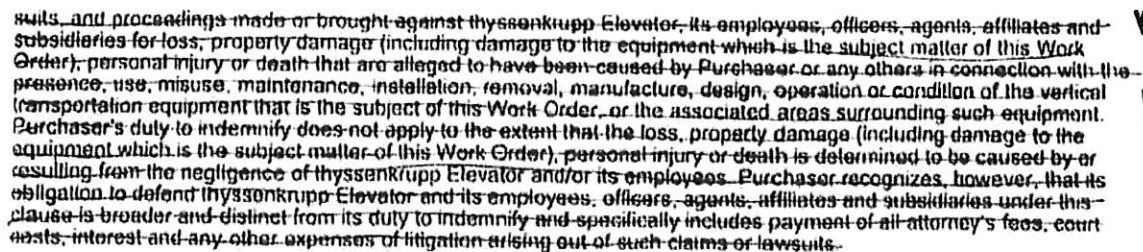
No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that 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,

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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.

4- 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.

[illegible]





## 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 \$7,122.00 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.

<b>thyssenkrupp Elevator Corporation:</b>	<b>Natividad Medical Center (PURCHASER):</b>
By: <u>Celia Cecena on behalf of Michael Boden</u> (Signature of thyssenkrupp Elevator Representative)	By: <u>[Signature]</u> (Signature of Authorized Individual)
Michael Boden Account Manager michael.boden@thyssenkrupp.com +1	GARY R. GRAY (Print or Type Name)
04-06-2018 (Date of Submission)	CEO (Print or Type Title)
	<u>[Signature]</u> (Date of Acceptance)
<b>thyssenkrupp Elevator Corporation Approval</b>	
7/26/2018 of Appro	
<u>[Signature]</u> (Signature of Branch Representative) Rosalind Stewart Sales Manager	



Exhibit A

# thyssenkrupp Elevator Corporation

## Repair Work Order

Recommended by: Jordan, Matthew



July 11, 2018

Purchaser: Natividad Medical Center  
Address: Po Box 81811  
City/State/Zip: Salinas, CA 93912-1611

Location: NATIVIDAD HOSPITAL MAIN BUILDING  
1441 Constitution Blvd  
Salinas, CA 93906-3100

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 Ten Thousand Nine Hundred Seventy Four Dollars (\$10,974.00) plus any applicable tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

### Scope of Work:

#### Monitors:

Thyssenkrupp Elevator will provide material and labor to replace the both existing obsolete monitors for elevators 1-4. The Monitors are a critical component in allowing us to review faults in car communication. Without these monitors it would be extremely difficult to diagnose and troubleshoot the elevators effectively or efficiently. Not having these would unnecessary and extended down time for diagnosing. Both monitors are currently down and need to be replaced ASAP.

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

# thyssenkrupp Elevator Corporation

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.~~ *thyssenkrupp* *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

~~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.~~ *7-25-18* *Rst 7/26/18*

# thyssenkrupp Elevator Corporation

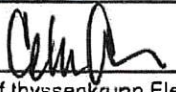
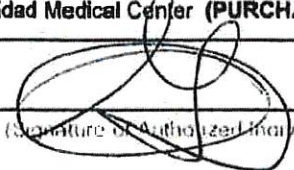
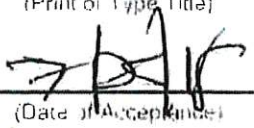



## Acceptance

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 \$5,487.00 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:	Natividad Medical Center (PURCHASER):
By:  (Signature of thyssenkrupp Elevator Representative)  Celia Cecena Account Manager celia.cecena@thyssenkrupp.com +1 408 6601507  07-11-2018  (Date of Submission)	By:  (Signature of Authorized Individual)  GARY R. GRAY (Print or Type Name)  CEO (Print or Type Title)   (Date of Acceptance)
thyssenkrupp Elevator Corporation Approval	
7/26/2018 (Date of Approval)	 (Signature of Branch Representative)  Rosaland Stewart Sales Manager





**SCHEDULING AND PRODUCTION  
REQUEST FOR PAYMENT**

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

Attn: Amber Sabado  
Natividad Medical Center  
Po Box 81611  
Salinas CA, 93912-1611

Date	Terms	Reference ID	Customer Reference # / PO
July 11, 2018	Immediate	ACIA-1DSMHPT	

Total Contract Price: \$10,974.00

Down Payment: (50% ) \$5,487.00

Amount Due upon Acceptance: \$5,487.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 408 6601507. 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: Natividad Medical Center  
Location Name: NATIVIDAD HOSPITAL MAIN  
BUILDING  
Customer Number: 140301

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

Reference ID:	ACIA-1DSMHPT
Remittance Amount:	\$5,487.00

## **AGREEMENT TO PROVIDE ELEVATOR REPAIR & MAINTENANCE SERVICES FOR NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)**

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center (hereinafter "NMC"), a general acute care teaching hospital wholly owned and operated by the County, and ThyssenKrupp Elevator Corp., (hereinafter "CONTRACTOR"), whereby CONTRACTOR shall provide Elevator Maintenance Services to NMC.

### **PERFORMANCE OF THE AGREEMENT**

The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

AGREEMENT, Including  
All Exhibits and Attachments  
    Exhibit A: Maintenance Schedule and Fees  
    Exhibit B: ThyssenKrupp Elevator Holiday Schedule  
    Exhibit C: Billing Rates  
Certificate of Insurance  
Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, Certificate of Insurance, and Additional Insured Endorsements.

### **1.0 SCOPE OF SERVICES**

#### **1.1 PLATINUM PREMIER SERVICE AGREEMENT**

CONTRACTOR shall provide its "Platinum Premier Service Maintenance Package". Elevators to be serviced per this Agreement shall be defined as per **Exhibit A-Maintenance Schedule and Fees** attached hereto.

#### **1.2 PREVENTATIVE MAINTENANCE PROGRAM**

CONTRACTOR will service the equipment on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

1.2.1 CONTRACTOR will perform the following services:

1.2.1.1 Examine NMC's elevator equipment for optimum operation. The CONTRACTOR's examination, lubrication and adjustment will cover the following components of the NMC elevator system:

- Control and landing positioning systems Signal fixture
- Machines, drives, motors, governors, sheaves, and wire ropes Power units, pumps, valves, and jacks:
- Car and hoistway door operating devices and door protection equipment:
- Loadweighers, car frames and platforms, and counterweights:
- Safety mechanisms:
- Lubricate equipment for smooth and efficient performance: and
- Adjust elevator parts and components to maximize performance and safe operation

**1.3 FULL COVERAGE PARTS REPAIR AND REPLACEMENT**

CONTRACTOR will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. CONTRACTOR maintains a comprehensive parts inventory to support its field operations. All replacement parts used for NMC equipment will be new or refurbished to meet the quality standards of CONTRACTOR. Most specialized parts are available within 24 hours, seven days a week. CONTRACTORS will relamp all signals as required (during regularly scheduled visits).

**1.4 MAINTENANCE CONTROL PROGRAM**

CONTRACTOR performs service in accordance with A17.1 - 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), CONTRACTOR's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes CONTRACTOR's Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and are provided with each unit as required by code. CONTRACTOR also provides per Section 8.6 of the code, a maintenance tasks procedure manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. CONTRACTOR does not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

**1.5 QUALITY ASSURANCE**

To help increase elevator performance and decrease downtime, CONTRACTOR's technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot NMC's unique system, as well as access to a comprehensive parts replacement inventory system.

Behind the CONTRACTOR's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. CONTRACTOR's North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

Agreement with ThyssenKrupp Elevator Company  
Elevator Repair and Maintenance at Natividad Medical Center  
Term: through December 31, 2020  
Not to Exceed: \$307,862



To assure that quality standards are being maintained, CONTRACTOR may conduct periodic field quality audit surveys. The CONTRACTOR's dedicated Elevator representative for NMC will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide NMC with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

**1.6 SERVICE REQUESTS DURING NORMAL WORKING DAYS AND HOURS**

Service requests a Pare, defined as any request for dispatch of CONTRACTOR's technician to the location of the equipment covered in this agreement from one or more of the following: NMC's or NMC's representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

CONTRACTOR will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

**1.7 OVERTIME SERVICE REQUESTS**

For overtime service requests, CONTRACTOR will absorb straight time and overtime premium expenses. Overtime service requests are performed before or after normal business working days and hours. Over time shall be paid per this Agreement and shall be defined as per **Exhibit C-Billing Rates**.

**1.8 PLATINUM PREMIER SERVICE HOURS**

All service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM except scheduled holidays as per **Exhibit B-Scheduled Holidays** attached hereto. Overtime and holiday rates shall be absorbed by CONTRACTOR provided that any afterhours service requests are minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time) and performed before or after normal business working days and hours defined as per **Exhibit B-Scheduled Holidays** attached hereto.

**1.9 PRODUCT INFORMATION**

NMC shall provide CONTRACTOR with copies of current wiring diagrams that reflect changes, parts catalogues, and maintenance instructional documentation for equipment covered by this Agreement.

**1.10 SPECIFIC ITEMS NOT COVERED UNDER MAINTENANCE PACKAGES**

CONTRACTOR shall not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist doorway panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling bulbs/tubes, mail line power switches, breakers, feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guard rails, smoke and

Agreement between ThyssenKrupp Elevator Company and Natividad Medical Center (County of Monterey)  
fire sensors, fire service reports, communication devices, security systems not installed by CONTRACTOR, batteries for emergency lighting and lowering, air conditioners, heaters, and ventilation fans. CONTRACTOR shall not include repair due to vandalism in any maintenance package, and such repairs shall be billed at an additional cost.

**1.11 REMOVED PARTS**

All existing equipment removed by CONTRACTOR during repairs shall become the exclusive property of CONTRACTOR.

**2.0 TERM OF AGREEMENT**

- 2.1 The term of this AGREEMENT is from January 1, 2015 through and including December 31, 2019 unless sooner terminated pursuant to the terms of this Agreement.
- 2.2 NMC reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately
- 2.3 If the NMC exercises its option to extend, the parties shall mutually agree upon changes to rates, terms and conditions.

**3.0 COMPENSATION AND PAYMENTS**

- 3.1 Each elevator is identified by Elevator Unit ID Number as per **Exhibit A -Maintenance Schedule and Fees**.
  - 3.1.1 Invoices for maintenance work performed during normal business working days and hours shall include all labor time, travel costs, and supplies needed in order to complete the maintenance package defined per each binding **Exhibit A-Maintenance Schedule and Fees** associated with this Agreement. Any additional travel costs shall be reimbursed per the NMC of Monterey Travel Policy which is available online at [www.co.monterey.ca.us/auditor/policy.htm](http://www.co.monterey.ca.us/auditor/policy.htm)
  - 3.1.2 All work performed before or after normal business working days and hours shall be considered "afterhours" and invoiced at overtime billing rates as per **Exhibit C-Billing Rates** attached hereto.
- 3.2 Prices shall remain firm for the first year of the AGREEMENT and, thereafter, may be adjusted annually as provided in this section.
  - 3.2.1 NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
  - 3.2.2 Service fees may be adjusted in January of each calendar year by an amount no more than the prior 12 month increase of the U.S. Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) for elevator maintenance and repair by local examiners. This

Agreement with ThyssenKrupp Elevator Company  
Elevator Repair and Maintenance at Natividad Medical Center  
Term: through December 31, 2020  
Not to Exceed: \$307,862

Agreement between ThyssenKrupp Elevator Company and Natividad Medical Center (County of Monterey)  
adjustment shall be no more than four percent (4%) annually and NMC will be notified at least sixty (60) days prior to any adjustment.

- 3.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

3.4 **INVOICES**

CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services

- 3.4.1 Invoices shall be billed directly to NMC.

- 3.4.2 The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. On each invoice it shall be stated that services are per an Agreement.

- 3.4.3 NMC shall certify the invoice; either in the requested amount or in such other amount as the NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the NMC Auditor-Controller for payment. The NMC Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

3.5 **OVERDUE INVOICES**

Should NMC fail to pay the sum due to CONTRACTOR within sixty (60) days from the billing date, CONTRACTOR may choose to suspend all service until the amount due has been paid in full. Should the NMC fail to pay the sum due to CONTRACTOR within one hundred twenty days (120), CONTRACTOR may choose to declare all sums for the unexpired term of this Agreement due immediately and may terminate the Agreement.

- 3.5.1 Should CONTRACTOR suspend service due to an overdue invoice, CONTRACTOR shall not be responsible for personal injury, death or damage to equipment or property, or any other type of loss that is, in any way, related to CONTRACTOR ceasing to provide service.

3.6 **SURCHARGES NOT PERMITTED**

CONTRACTOR shall levy no additional surcharges of any kind during the term of the Agreement.

## **4.0 SAFETY**

4.1 **PASSENGER SAFETY**

NMC shall notify CONTRACTOR immediately by phone in the event that any observable or reported condition or irregularity with elevator functionality should occur.

Agreement with ThyssenKrupp Elevator Company  
Elevator Repair and Maintenance at Natividad Medical Center  
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Not to Exceed: \$307,862



- 4.1.1 NMC agrees to immediately shutdown any elevator equipment which has outwardly observable or reported operational irregularities until CONTRACTOR is able to complete repairs.
  - 4.1.2 NMC will not attempt to maintain or repair elevator equipment at any time, nor will NMC hire a third party to maintain an elevator identified to be maintained by CONTRACTOR in each binding **Exhibit A-Maintenance Schedule and Fees**.
  - 4.1.3 CONTRACTOR may shutdown elevator equipment should there be an apparent safety risk and shall advise NMC as such immediately by phone, and also in writing. CONTRACTOR shall then provide, in writing, an explanation of the problem and an estimate of time and cost for repair.
- 4.2 **SAFETY OF CONTRACTOR'S WORKERS**
- 4.2.1 NMC agrees to provide CONTRACTOR's workers a machine room which is well lit, ventilated, waterproofed, maintained at temperatures between 50 degrees and 90 degrees Fahrenheit, and with secured doors.
  - 4.2.2 CONTRACTOR reserves the right to discontinue work in a building should the worker feel it is unsafe, and CONTRACTOR agrees to immediately notify NMC by phone if such a situation should arise.
  - 4.2.3 NMC agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than CONTRACTOR's employees, the work place shall be monitored, and prior to CONTRACTOR's presence on the job, NMC shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400.
  - 4.2.4 Should any elevator which has been identified to be routinely maintained by CONTRACTOR per each binding **Exhibit A-Maintenance Schedule and Fees** require a safety test on the commencement date of this Agreement, CONTRACTOR assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators, until the safety test has been made.

## 5.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the NMC, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of the NMC.

Agreement with ThyssenKrupp Elevator Company  
Elevator Repair and Maintenance at Natividad Medical Center  
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Not to Exceed: \$307,862

"CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors. If, after the proportionate shares of liability of CONTRACTOR and the NMC have been adjudicated in a court of law, the CONTRACTOR has paid defense costs or a judgment on behalf of the NMC, then CONTRACTOR shall be entitled to reimbursement from the NMC of such amounts in proportion to the CONTRACTOR's and the NMC's respectively adjudicated liability.

## **6.0 INSURANCE**

### **6.1 EVIDENCE OF COVERAGE**

Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In the event of a claim, CONTRACTOR shall provide a copy of the policy or policies upon request by NMC. NMC agrees to pay for administrative costs and shipping associated with this request.

This verification of coverage shall be sent to the NMC's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the NMC. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

### **6.2 QUALIFYING INSURERS**

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the NMC's Purchasing Officer.

### **6.3 INSURANCE COVERAGE REQUIREMENTS**

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- 6.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 6.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- 6.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

6.4 **OTHER INSURANCE REQUIREMENTS**

All insurance required by this AGREEMENT shall be with a company acceptable to the NMC and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. The coverage required herein shall continue in effect for a period of, no more than three years following the date CONTRACTOR completes its performance of services under this AGREEMENT if the insurance is written on an occurrence basis and five years if written on a claims made basis. Notwithstanding these three and five year minimums, if any of CONTRACTOR's insurance policies make any person or entity an additional insured to the extent that CONTRACTOR is required by contract to obtain additional insured coverage for that person or entity, then it is hereby agreed that CONTRACTOR shall be contractually obligated to obtain such additional insured coverage for a period of one year following the completion of the services performed under this Agreement.

- 6.5 Each liability policy shall provide that the NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements
- 6.6 Commercial general liability and automobile liability policies shall provide an endorsement naming the NMC of Monterey, its, officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations coverage, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the NMC and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The additional insured coverage shall provide a defense and indemnity only for actions arising from Contractor's acts, actions, omissions, or neglects but does not provide defense or indemnity for the additional insured(s) own acts, actions, omissions, neglects.
- 6.7 Prior to the execution of this AGREEMENT by the NMC, CONTRACTOR shall file certificates of insurance with the NMC's contract administrator and NMC's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 6.8 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by NMC, annual certificates to NMC's Contract Administrator and NMC's Contracts/Purchasing Division.



If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles NMC, at its sole discretion, to terminate this AGREEMENT immediately.

## 7.0 FORCE MAJEURE

- 7.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 7.2 If any party hereto is delayed or prevented from fulfilling its obligations under this Agreement by Force Majeure, said party will not be liable under this Agreement for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 7.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## 8.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below. Notices mailed or faxed to the parties shall be addressed as follows:

### TO THE NMC:

Natividad Medical Center  
Contracts Division  
1441 Constitution Blvd.  
Salinas, CA 93906  
Tel No. 831.783-2620  
Fax: 757-2592  
Email: [aldrichk@natividad.com](mailto:aldrichk@natividad.com)

### TO THE CONTRACTOR:

ThyssenKrupp Elevator  
Attn: Dwayne Carpenter  
2140 Zanker Road  
San Jose, CA 95131  
Tel No.: (408) 210-0377  
Fax: (866) 744-1915  
Email: [Dwayne.carpenter@thyssenkrupp.com](mailto:Dwayne.carpenter@thyssenkrupp.com)

Agreement between Natividad Medical Center (County of Monterey) and ThyssenKrupp Elevator Corp.

IN WITNESS WHEREOF, the NMC and CONTRACTOR execute this AGREEMENT as follows:

NATIVIDAD MEDICAL CENTER

By: [Signature]  
NMC Contracts/Purchasing Agent

Date: 6/1/15

Approved as to Legal Provisions

By: [Signature]  
Anna Brereton, Deputy NMC Counsel

Date: May 18, 2015

Approved as to Fiscal Provisions

By: [Signature]  
Gary Giboney, Auditor/Controller's Office

Date: 5/20/15

CONTRACTOR

ThyssenKrupp Elevator Corp.  
Contractor's Business Name\*\*\*

[Signature]  
Signature of Chair, President, or Vice-President, designate

Bradley Kiehl  
Contract Analyst

Name and Title

Date: 4/27/15

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Mark Hintz

Asst. Secretary

Name and Title

Date: 4/27/15

\*\*\*INSTRUCTIONS:

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers.

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership.

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

**EXHIBIT A – MAINTENANCE SCHEDULE AND FEES  
for Elevator Maintenance Service with ThyssenKrupp Elevator Corp.**

Building/Department: Natividad Medical Center – Main Hospital and Medical Office Buildings (MOB).

Address of Building: 1441 Constitution Blvd. Salinas, CA. 93906

Please complete the table below. Each line item represents each individual single elevator to be serviced at the location indicated above.

Elevator Unit ID/Location	Platinum Premier Service Agreement	
109811/ Main Hospital	Yes	
109812/ Main Hospital	Yes	
109813/ Main Hospital	Yes	
109814/ Main Hospital	Yes	
109815/ Main Hospital	Yes	
109676/Main Hospital	Yes	
109677/ Main Hospital	Yes	
<b>Annual Costs</b>		<b>\$40,404</b>
<b>3% Discount for full annual charges paid in advance</b>		<b>\$39,192</b>

Additional Comments:

Monthly Fire Service Testing and Record Completion per ASME A 17.1

This Agreement includes monthly fire service testing and record completion in accordance with the American National Safety Code for Elevators and Escalators, ANSI A17.1 which is in effect in the jurisdiction in which the equipment is located at the time this agreement is executed. At the conclusion of each calendar year, Purchaser assumes responsibility for maintaining long-term storage of such records

Elevator Unit ID/Location	Platinum Premier Service Agreement	
109584/ MOB	Yes	
109585/ MOB	Yes	
<b>Annual Costs</b>		<b>\$11,819.76</b>
<b>3% Discount for full annual charges paid in advance</b>		<b>\$11,464.76</b>

## Exhibit B - ThyssenKrupp Elevator Holiday Schedule

### Union Observed Holidays:

New Years Day  
Memorial Day  
Independence Day  
Veterans Day  
Thanksgiving Day & Day After  
Christmas Day

When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on a Sunday, it will be observed on Monday.



**EXHIBIT C**  
**BILLING RATE BREAKDOWN (effective 1-1-2015)**

**Contractor's premium portion of the billing rate for work performed outside of regular working hours (Platinum / FMTD Agreement overtime rates).**

**FOR OVERTIME SERVICE REQUESTS:**

Monday through Saturday.....	\$ <u>216.07</u> per mechanic hour
Sundays and Holidays.....	\$ <u>308.61</u> per mechanic hour

**FOR REPAIRS (OVERTIME):**

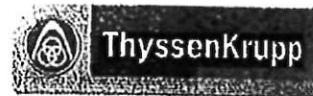
Monday through Friday.....	\$ <u>308.61</u> per mechanic hour \$ <u>555.51</u> per team hour
Overtime Hours excluding Holidays & Sundays.....	\$ <u>308.61</u> per mechanic hour \$ <u>555.51</u> per team hour
Holidays and Sundays.....	\$ <u>308.61</u> per mechanic hour \$ <u>555.51</u> per team hour

**CONTRACTOR'S BILLING RATE FOR WORK DUE TO NEGLIGENCE OR OTHER CAUSES NOT COVERED IN THIS CONTRACT:**

Normal Working Hours.....	\$ <u>308.61</u> per mechanic hour \$ <u>555.51</u> per team hour
Overtime Hours excluding Holidays and Sundays.....	\$ <u>524.68</u> per mechanic hour \$ <u>1,111.02</u> per team hour
Sundays & Holidays.....	\$ <u>617.22</u> per mechanic hour \$ <u>1,111.02</u> per team hour

The above rates are subject to annual adjustment In January of each calendar year based upon the percentage change in the labor wage rates including fringe benefits paid to the local examiners in the area in which the equipment is located.

**ThyssenKrupp Elevator Americas**  
Legal Department



September 2, 2013

Bradley Kiehl  
ThyssenKrupp Elevator Corporation  
114 Townpark Drive, Suite 300  
Kennesaw, GA 30144

Re: Execution Authorization

Dear Mr. Kiehl,

I hereby designate you as empowered and duly authorized to execute for and in the name of ThyssenKrupp Elevator Corporation, all contracts, novation agreements, lien releases, bonds, questionnaires, qualification statements and bid documents pursuant to or in connection with the sale of Company's products and services in the normal and ordinary course of business.

Your position as Manager, Contracts allows you to bind ThyssenKrupp Elevator as well as to seal legal documents on behalf of the corporation.

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

Should you have any questions, please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read 'Scott J. Silitsky', written over a horizontal line.

Scott J. Silitsky  
Vice President Contracts & Assistant Secretary

THYSSENKRUPP ELEVATOR CORPORATION  
UNANIMOUS CONSENT OF DIRECTORS  
(Election of Officers)

The undersigned, being all of the directors of ThyssenKrupp Elevator Corporation (the "Company"), do hereby waive all required notice and consent to the following:

WHEREAS, James Harrison has submitted his resignation from the position of Executive Vice President and Chief Financial Officer of the Company effective September 30, 2013, and

WHEREAS, the Company desires to appoint Steven Wedge as Executive Vice President and Chief Financial Officer.

NOW, THEREFORE, IT IS:

RESOLVED, that the resignation of James Harrison from his position of Executive Vice President and Chief Financial Officer of the Company is accepted effective September 30, 2013;

RESOLVED, that Steven Wedge is hereby appointed as Executive Vice President and Chief Financial Officer of the Company effective October 1, 2013;

RESOLVED, that the following persons be, and they hereby are, elected to the office of the Company set opposite their respective names effective October 1, 2013, and shall constitute all the officers of the Company, to serve until their respective successors are duly elected and shall qualify or until their resignation or removal:

<u>Name</u>	<u>Office</u>
Richard T. Hussey	President
Steven Wedge	Executive Vice President and Chief Financial Officer
Stuart Prior	Chief Operating Officer - Brazil and Latin America
David Turnage	Vice President - Tax
Eric Scrudgers	Executive Vice President and General Counsel
Lawrence C. Paulson	Secretary
Alan S. Weissner	Assistant Secretary
Joseph Braman	Assistant Secretary
Charles Calliff	Assistant Secretary
Scott J. Silitsky	Vice President-Contracts and Assistant Secretary

RESOLVED, that this consent may be executed in separate written counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same document.

*[signatures on next page]*


*Agreement between Natividad Medical Center (County of Monterey) and ThyssenKrupp Elevator Corp.*

**Required Signatures:**

  
\_\_\_\_\_  
CONTACTOR Signature


3/12/15

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

3/12/15

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
NMC Contracting Officer Signature

6/1/15

\_\_\_\_\_  
Date





## AGREEMENT

THIS CONTRACT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter collectively called "COUNTY", and ThyssenKrupp Elevator Corp., hereinafter called "CONTRACTOR." This agreement is of no force or effect until signed by both CONTRACTOR and COUNTY.

The COUNTY and the CONTRACTOR hereby agree as follows:

1. SCOPE OF WORK. The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike manner. CONTRACTOR shall provide services to the COUNTY described in the attached Exhibit A. CONTRACTOR certifies that it has the expertise, capabilities, and license(s) necessary to determine and provide the services requested. *See attached Exhibit A for Scope of Work* KS 7-25-18
2. TIME FOR START AND COMPLETION. Contractor may not commence work until County signs the agreement. CONTRACTOR shall commence the work as directed by County staff. CONTRACTOR has been retained to perform work on an emergency basis for the County. Time is of the essence in each and all of the provisions of this CONTRACT.
3. CONTRACT PRICE. The COUNTY shall pay the CONTRACTOR as full consideration for the performance of this CONTRACT the contract sum of Fourteen thousand two hundred forty four dollars., (\$14,244.00), PLUS FIVE THOUSAND FOUR HUNDRED EIGHTY SEVEN DOLLARS, (\$5,487). KS 7-25-18
4. WORKER'S COMPENSATION. Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with such provisions before commencing the performance of the work of this contract. KS 7-25-18
5. PREVAILING WAGES. Contractor and all subcontractors performing work under this contract shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by Labor Code Sec. 1771. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Sec. 1775. KS 7-25-18
6. DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.
7. LICENSE. CONTRACTOR certifies that it possesses and will maintain a valid license as issued by the California State Contractor's License Board, during the entire term of this AGREEMENT. CONTRACTOR is licensed to perform the work in accordance with the provisions of the Contractors' State Licensing Law, Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.
8. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this AGREEMENT, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY.

2. CONFLICT OF INTEREST. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this CONTRACT, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this CONTRACT.

10. Governing Law. This CONTRACT shall be governed by and interpreted under the laws of the State of California.

10. No Assignment. Neither party to the contract shall assign the contract without the written consent of the other, nor shall the CONTRACTOR assign any monies due or to become due to him hereunder, without the previous written consent of the COUNTY. Contractor will be performing all work under this contract, unless otherwise specified in writing and approved by the County.

This agreement is entered into to perform emergency work as defined by Public Contract code section 1102 and Monterey County Code section 2.32.040.

**COUNTY OF MONTEREY**  
**ON BEHALF OF NATIVIDAD MEDICAL**

By: \_\_\_\_\_

Name: Gary R. Gray

Title: Chief Executive Officer

Date: 7/25/18

Approved and Confirmed by

CONTRACTS/PURCHASING

By: \_\_\_\_\_

Name: Kristen Aldrich

Title: Hospital Contracts Manager

Date: 7-25-18

**CONTRACTOR:**

NAME OF COMPANY

By: \_\_\_\_\_

Name: Rosalind Stewart

Title: Sales Manager

Date: 3/30/18

By: \_\_\_\_\_

Name: Michael Boden

Title: Account Manager

Date: 3/18/18

COMPANY ADDRESS:

2140 ZANKER ROAD

San Jose, CA 95131

Contractor's License Type: CORP

License Number: 631371

License Expiration Date: 7/31/2018

**INSTRUCTIONS:** If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD/P O BOX 26000/ SACRAMENTO CA 95826

The Terms and Conditions of the master Agreement shall prevail. Agreement # A-12743

Attachment "Exhibit A" details Scope of work  
ACIA-1267XR3

KA  
7-25-18

R. Stewart

# Exhibit A



thyssenkrupp



## WORK ORDER

Date: April 06, 2018

Recommended by: Jordan, Matthew

Purchaser: Natividad Medical Center

Location: NATIVIDAD HOSPITAL MAIN BUILDING

Address: Po Box 81611

1441 Constitution Blvd

City/State/Zip: Salinas, CA 93912-1611

Salinas, CA 93906-3100

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 Fourteen Thousand Two Hundred Forty Four Dollars (\$14,244.00) plus any applicable tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

### Scope of Work:

#### Safety Glass Replacement: Cars 6 & 7

Thyssenkrupp Elevator will provide material and labor to replace the safety glass to meet the State requirements for Cars 6 and 7.

The glass in the elevator car shall be safety glass meeting the requirements of ANSI Z97.1. Each piece of glass shall be legibly and permanently marked in one corner with the words "American National Standard Z97.1" or the characters "ANSI Z97.1"

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,

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thyssenkrupp



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.

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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 \$7,122.00 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.

<b>thyssenkrupp Elevator Corporation:</b>	<b>Natividad Medical Center (PURCHASER):</b>
By: <u>Celia Cecena on behalf of Michael Boden</u> (Signature of thyssenkrupp Elevator Representative)	By: <u>[Signature]</u> (Signature of Authorized Individual)
Michael Boden Account Manager michael.boden@thyssenkrupp.com +1	GARY R. GRAY (Print or Type Name)
04-06-2018 (Date of Submission)	CEO (Print or Type Title)
	<u>[Signature]</u> (Date of Acceptance)
<b>thyssenkrupp Elevator Corporation Approval</b>	
7/26/2018 of Appro	<u>[Signature]</u> (Signature of Branch Representative) Rosalind Stewart Sales Manager

Exhibit A

# thyssenkrupp Elevator Corporation

## Repair Work Order

Recommended by: Jordan, Matthew



July 11, 2018

Purchaser: Natividad Medical Center  
Address: Po Box 81811  
City/State/Zip: Salinas, CA 93912-1611

Location: NATIVIDAD HOSPITAL MAIN BUILDING  
1441 Constitution Blvd  
Salinas, CA 93906-3100

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 Ten Thousand Nine Hundred Seventy Four Dollars (\$10,974.00) plus any applicable tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

### Scope of Work:

#### Monitors:

Thyssenkrupp Elevator will provide material and labor to replace the both existing obsolete monitors for elevators 1-4. The Monitors are a critical component in allowing us to review faults in car communication. Without these monitors it would be extremely difficult to diagnose and troubleshoot the elevators effectively or efficiently. Not having these would unnecessary and extended down time for diagnosing. Both monitors are currently down and need to be replaced ASAP.

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

# thyssenkrupp Elevator Corporation

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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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*

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. *RStut 7/26/18* *KS 7-25-18*



# thyssenkrupp Elevator Corporation

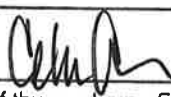
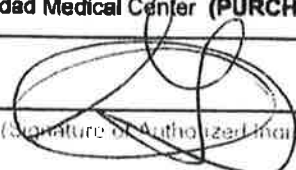




## Acceptance

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 \$5,487.00 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:	Natividad Medical Center (PURCHASER):
<p>By:  (Signature of thyssenkrupp Elevator Representative)</p> <p>Celia Cecena Account Manager celia.cecena@thyssenkrupp.com +1 408 6601507</p> <p>07-11-2018 (Date of Submission)</p>	<p>By:  (Signature of Authorized Individual)</p> <p>GARY R. GRAY (Print or Type Name)</p> <p>CEO (Print or Type Title)</p> <p> (Date of Acceptance)</p>
<b>thyssenkrupp Elevator Corporation Approval</b>	
<p>7/26/2018 (Date of Approval)</p> <p> (Signature of Branch Representative)</p> <p>Rosaland Stewart Sales Manager</p>	



**SCHEDULING AND PRODUCTION  
REQUEST FOR PAYMENT**

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

Attn: Amber Sabado  
Natividad Medical Center  
Po Box 81611  
Salinas CA, 93912-1611

Date	Terms	Reference ID	Customer Reference # / PO
July 11, 2018	Immediate	ACIA-1DSMHPT	

Total Contract Price: \$10,974.00

Down Payment: (50% ) \$5,487.00

Amount Due upon Acceptance: \$5,487.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 408 6601507. 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: Natividad Medical Center  
Location Name: NATIVIDAD HOSPITAL MAIN  
BUILDING  
Customer Number: 140301

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

Reference ID:	ACIA-1DSMHPT
Remittance Amount:	\$5,487.00

## **AGREEMENT TO PROVIDE ELEVATOR REPAIR & MAINTENANCE SERVICES FOR NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)**

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the *State* of California (hereinafter, "the County"), on behalf of Natividad Medical Center (hereinafter "NMC"), a general acute care teaching hospital wholly owned and operated by the County, and ThyssenKrupp Elevator Corp., (hereinafter "CONTRACTOR"), whereby CONTRACTOR shall provide Elevator Maintenance Services to NMC.

### **PERFORMANCE OF THE AGREEMENT**

The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- AGREEMENT, Including
  - All Exhibits and Attachments
    - Exhibit A: Maintenance Schedule and Fees
    - Exhibit B: ThyssenKrupp Elevator Holiday Schedule
    - Exhibit C: Billing Rates
  - Certificate of Insurance
  - Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, Certificate of Insurance, and Additional Insured Endorsements.

### **1.0 SCOPE OF SERVICES**

#### **1.1 PLATINUM PREMIER SERVICE AGREEMENT**

CONTRACTOR shall provide its "Platinum Premier Service Maintenance Package". Elevators to be serviced per this Agreement shall be defined as per **Exhibit A-Maintenance Schedule and Fees** attached hereto.

#### **1.2 PREVENTATIVE MAINTENANCE PROGRAM**

CONTRACTOR will service the equipment on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

1.2.1 CONTRACTOR will perform the following services:

1.2.1.1 Examine NMC's elevator equipment for optimum operation. The CONTRACTOR's examination, lubrication and adjustment will cover the following components of the NMC elevator system:

- Control and landing positioning systems Signal fixture
- Machines, drives, motors, governors, sheaves, and wire ropes Power units, pumps, valves, and jacks:
- Car and hoistway door operating devices and door protection equipment:
- Loadweighers, car frames and platforms, and counterweights:
- Safety mechanisms:
- Lubricate equipment for smooth and efficient performance: and
- Adjust elevator parts and components to maximize performance and safe operation

**1.3 FULL COVERAGE PARTS REPAIR AND REPLACEMENT**

CONTRACTOR will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. CONTRACTOR maintains a comprehensive parts inventory to support its field operations. All replacement parts used for NMC equipment will be new or refurbished to meet the quality standards of CONTRACTOR. Most specialized parts are available within 24 hours, seven days a week. CONTRACTORS will relamp all signals as required (during regularly scheduled visits).

**1.4 MAINTENANCE CONTROL PROGRAM**

CONTRACTOR performs service in accordance with A17.1 - 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), CONTRACTOR's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes CONTRACTOR's Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and are provided with each unit as required by code. CONTRACTOR also provides per Section 8.6 of the code, a maintenance tasks procedure manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. CONTRACTOR does not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

**1.5 QUALITY ASSURANCE**

To help increase elevator performance and decrease downtime, CONTRACTOR's technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot NMC's unique system, as well as access to a comprehensive parts replacement inventory system.

Behind the CONTRACTOR's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. CONTRACTOR's North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, CONTRACTOR may conduct periodic field quality audit surveys. The CONTRACTOR's dedicated Elevator representative for NMC will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide NMC with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

**1.6 SERVICE REQUESTS DURING NORMAL WORKING DAYS AND HOURS**

Service requests a Pare, defined as any request for dispatch of CONTRACTOR's technician to the location of the equipment covered in this agreement from one or more of the following: NMC's or NMC's representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

CONTRACTOR will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

**1.7 OVERTIME SERVICE REQUESTS**

For overtime service requests, CONTRACTOR will absorb straight time and overtime premium expenses. Overtime service requests are performed before or after normal business working days and hours. Over time shall be paid per this Agreement and shall be defined as per **Exhibit C-Billing Rates**.

**1.8 PLATINUM PREMIER SERVICE HOURS**

All service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM except scheduled holidays as per **Exhibit B-Scheduled Holidays** attached hereto. Overtime and holiday rates shall be absorbed by CONTRACTOR provided that any afterhours service requests are minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time) and performed before or after normal business working days and hours defined as per **Exhibit B-Scheduled Holidays** attached hereto.

**1.9 PRODUCT INFORMATION**

NMC shall provide CONTRACTOR with copies of current wiring diagrams that reflect changes, parts catalogues, and maintenance instructional documentation for equipment covered by this Agreement.

**1.10 SPECIFIC ITEMS NOT COVERED UNDER MAINTENANCE PACKAGES**

CONTRACTOR shall not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist doorway panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling bulbs/tubes, mail line power switches, breakers, feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guard rails, smoke and



fire sensors, fire service reports, communication devices, security systems not installed by CONTRACTOR, batteries for emergency lighting and lowering, air conditioners, heaters, and ventilation fans. CONTRACTOR shall not include repair due to vandalism in any maintenance package, and such repairs shall be billed at an additional cost.

**1.11 REMOVED PARTS**

All existing equipment removed by CONTRACTOR during repairs shall become the exclusive property of CONTRACTOR.

## **2.0 TERM OF AGREEMENT**

- 2.1 The term of this AGREEMENT is from January 1, 2015 through and including December 31, 2019 unless sooner terminated pursuant to the terms of this Agreement.
- 2.2 NMC reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately
- 2.3 If the NMC exercises its option to extend, the parties shall mutually agree upon changes to rates, terms and conditions.

## **3.0 COMPENSATION AND PAYMENTS**

- 3.1 Each elevator is identified by Elevator Unit ID Number as per **Exhibit A -Maintenance Schedule and Fees**.
  - 3.1.1 Invoices for maintenance work performed during normal business working days and hours shall include all labor time, travel costs, and supplies needed in order to complete the maintenance package defined per each binding **Exhibit A-Maintenance Schedule and Fees** associated with this Agreement. Any additional travel costs shall be reimbursed per the NMC of Monterey Travel Policy which is available online at [www.co.monterey.ca.us/auditor/policy.htm](http://www.co.monterey.ca.us/auditor/policy.htm)
  - 3.1.2 All work performed before or after normal business working days and hours shall be considered "afterhours" and invoiced at overtime billing rates as per **Exhibit C-Billing Rates** attached hereto.
- 3.2 Prices shall remain firm for the first year of the AGREEMENT and, thereafter, may be adjusted annually as provided in this section.
  - 3.2.1 NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
  - 3.2.2 Service fees may be adjusted in January of each calendar year by an amount no more than the prior 12 month increase of the U.S. Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) for elevator maintenance and repair by local examiners. This

Agreement with ThyssenKrupp Elevator Company  
Elevator Repair and Maintenance at Natividad Medical Center  
Term: through December 31, 2020  
Not to Exceed: \$307,862

Agreement between ThyssenKrupp Elevator Company and Natividad Medical Center (County of Monterey)  
adjustment shall be no more than four percent (4%) annually and NMC will be notified at least sixty (60) days prior to any adjustment.

- 3.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

3.4 **INVOICES**

CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services

3.4.1 Invoices shall be billed directly to NMC.

3.4.2 The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. On each invoice it shall be stated that services are per an Agreement.

3.4.3 NMC shall certify the invoice; either in the requested amount or in such other amount as the NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the NMC Auditor-Controller for payment. The NMC Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

3.5 **OVERDUE INVOICES**

Should NMC fail to pay the sum due to CONTRACTOR within sixty (60) days from the billing date, CONTRACTOR may choose to suspend all service until the amount due has been paid in full. Should the NMC fail to pay the sum due to CONTRACTOR within one hundred twenty days (120), CONTRACTOR may choose to declare all sums for the unexpired term of this Agreement due immediately and may terminate the Agreement.

3.5.1 Should CONTRACTOR suspend service due to an overdue invoice, CONTRACTOR shall not be responsible for personal injury, death or damage to equipment or property, or any other type of loss that is, in any way, related to CONTRACTOR ceasing to provide service.

3.6 **SURCHARGES NOT PERMITTED**

CONTRACTOR shall levy no additional surcharges of any kind during the term of the Agreement.

## **4.0 SAFETY**

4.1 **PASSENGER SAFETY**

NMC shall notify CONTRACTOR immediately by phone in the event that any observable or reported condition or irregularity with elevator functionality should occur.

Agreement with ThyssenKrupp Elevator Company  
Elevator Repair and Maintenance at Natividad Medical Center  
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- 4.1.1 NMC agrees to immediately shutdown any elevator equipment which has outwardly observable or reported operational irregularities until CONTRACTOR is able to complete repairs.
- 4.1.2 NMC will not attempt to maintain or repair elevator equipment at any time, nor will NMC hire a third party to maintain an elevator identified to be maintained by CONTRACTOR in each binding **Exhibit A-Maintenance Schedule and Fees**.
- 4.1.3 CONTRACTOR may shutdown elevator equipment should there be an apparent safety risk and shall advise NMC as such immediately by phone, and also in writing. CONTRACTOR shall then provide, in writing, an explanation of the problem and an estimate of time and cost for repair.
- 4.2 **SAFETY OF CONTRACTOR'S WORKERS**
  - 4.2.1 NMC agrees to provide CONTRACTOR's workers a machine room which is well lit, ventilated, waterproofed, maintained at temperatures between 50 degrees and 90 degrees Fahrenheit, and with secured doors.
  - 4.2.2 CONTRACTOR reserves the right to discontinue work in a building should the worker feel it is unsafe, and CONTRACTOR agrees to immediately notify NMC by phone if such a situation should arise.
  - 4.2.3 NMC agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than CONTRACTOR's employees, the work place shall be monitored, and prior to CONTRACTOR's presence on the job, NMC shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400.
  - 4.2.4 Should any elevator which has been identified to be routinely maintained by CONTRACTOR per each binding **Exhibit A-Maintenance Schedule and Fees** require a safety test on the commencement date of this Agreement, CONTRACTOR assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators, until the safety test has been made.

## 5.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the NMC, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of the NMC.

Agreement with ThyssenKrupp Elevator Company  
Elevator Repair and Maintenance at Natividad Medical Center  
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"CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors. If, after the proportionate shares of liability of CONTRACTOR and the NMC have been adjudicated in a court of law, the CONTRACTOR has paid defense costs or a judgment on behalf of the NMC, then CONTRACTOR shall be entitled to reimbursement from the NMC of such amounts in proportion to the CONTRACTOR's and the NMC's respectively adjudicated liability.

## 6.0 INSURANCE

### 6.1 EVIDENCE OF COVERAGE

Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In the event of a claim, CONTRACTOR shall provide a copy of the policy or policies upon request by NMC. NMC agrees to pay for administrative costs and shipping associated with this request.

This verification of coverage shall be sent to the NMC's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the NMC. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

### 6.2 QUALIFYING INSURERS

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the NMC's Purchasing Officer.

### 6.3 INSURANCE COVERAGE REQUIREMENTS

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- 6.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 6.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- 6.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

6.4 OTHER INSURANCE REQUIREMENTS

All insurance required by this AGREEMENT shall be with a company acceptable to the NMC and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. The coverage required herein shall continue in effect for a period of, no more than three years following the date CONTRACTOR completes its performance of services under this AGREEMENT if the insurance is written on an occurrence basis and five years if written on a claims made basis. Notwithstanding these three and five year minimums, if any of CONTRACTOR's insurance policies make any person or entity an additional insured to the extent that CONTRACTOR is required by contract to obtain additional insured coverage for that person or entity, then it is hereby agreed that CONTRACTOR shall be contractually obligated to obtain such additional insured coverage for a period of one year following the completion of the services performed under this Agreement.

- 6.5 Each liability policy shall provide that the NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements
- 6.6 Commercial general liability and automobile liability policies shall provide an endorsement naming the NMC of Monterey, its, officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations coverage, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the NMC and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The additional insured coverage shall provide a defense and indemnity only for actions arising from Contractor's acts, actions, omissions, or neglects but does not provide defense or indemnity for the additional insured(s) own acts, actions, omissions, neglects.
- 6.7 Prior to the execution of this AGREEMENT by the NMC, CONTRACTOR shall file certificates of insurance with the NMC's contract administrator and NMC's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 6.8 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by NMC, annual certificates to NMC's Contract Administrator and NMC's Contracts/Purchasing Division.



If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles NMC, at its sole discretion, to terminate this AGREEMENT immediately.

## 7.0 FORCE MAJEURE

- 7.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 7.2 If any party hereto is delayed or prevented from fulfilling its obligations under this Agreement by Force Majeure, said party will not be liable under this Agreement for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 7.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## 8.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below. Notices mailed or faxed to the parties shall be addressed as follows:

### TO THE NMC:

Natividad Medical Center  
Contracts Division  
1441 Constitution Blvd.  
Salinas, CA 93906  
Tel No. 831.783-2620  
Fax: 757-2592  
Email: [aldrichk@natividad.com](mailto:aldrichk@natividad.com)

### TO THE CONTRACTOR:

ThyssenKrupp Elevator  
Attn: Dwayne Carpenter  
2140 Zanker Road  
San Jose, CA 95131  
Tel No.: (408) 210-0377  
Fax: (866) 744-1915  
Email: [Dwayne.carpenter@thyssenkrupp.com](mailto:Dwayne.carpenter@thyssenkrupp.com)

Agreement between Natividad Medical Center (County of Monterey) and ThyssenKrupp Elevator Corp.

IN WITNESS WHEREOF, the NMC and CONTRACTOR execute this AGREEMENT as follows:

NATIVIDAD MEDICAL CENTER

By: [Signature]  
NMC Contracts/Purchasing Agent

Date: 6/1/15

Approved as to Legal Provisions

By: [Signature]  
Anna Brereton, Deputy NMC Counsel

Date: May 18, 2015

Approved as to Fiscal Provisions

By: [Signature]  
Gary Giboney, Auditor/Controller's Office

Date: 5/20/15

CONTRACTOR

ThyssenKrupp Elevator Corp.  
Contractor's Business Name\*\*\*

[Signature]  
Signature of Chair, President, or Vice-President, designate

Bradley Klehl  
Contract Analyst

Name and Title

Date: 4/27/15

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Mark Hintz  
Asst. Secretary

Name and Title

Date:

4/27/15

\*\*\*INSTRUCTIONS:

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers.

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership.

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

**EXHIBIT A – MAINTENANCE SCHEDULE AND FEES  
for Elevator Maintenance Service with ThyssenKrupp Elevator Corp.**

Building/Department: Natividad Medical Center – Main Hospital and Medical Office  
Buildings (MOB).

Address of Building: 1441 Constitution Blvd. Salinas, CA. 93906

Please complete the table below. Each line item represents each individual single elevator to be serviced at the location indicated above.

Elevator Unit ID/Location	Platinum Premier Service Agreement	
109811/ Main Hospital	Yes	
109812/ Main Hospital	Yes	
109813/ Main Hospital	Yes	
109814/ Main Hospital	Yes	
109815/ Main Hospital	Yes	
109676/ Main Hospital	Yes	
109677/ Main Hospital	Yes	
<b>Annual Costs</b>		<b>\$40,404</b>
<b>3% Discount for full annual charges paid in advance</b>		<b>\$39,192</b>

Additional Comments:

**Monthly Fire Service Testing and Record Completion per ASME A 17.1**

This Agreement includes monthly fire service testing and record completion in accordance with the American National Safety Code for Elevators and Escalators, ANSI A17.1 which is in effect in the jurisdiction in which the equipment is located at the time this agreement is executed. At the conclusion of each calendar year, Purchaser assumes responsibility for maintaining long-term storage of such records

Elevator Unit ID/Location	Platinum Premier Service Agreement	
109584/ MOB	Yes	
109585/ MOB	Yes	
<b>Annual Costs</b>		<b>\$11,819.76</b>
<b>3% Discount for full annual charges paid in advance</b>		<b>\$11,464.76</b>

## Exhibit B - ThyssenKrupp Elevator Holiday Schedule

### Union Observed Holidays:

New Years Day  
Memorial Day  
Independence Day  
Veterans Day  
Thanksgiving Day & Day After  
Christmas Day

When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on a Sunday, it will be observed on Monday.

**EXHIBIT C**  
**BILLING RATE BREAKDOWN (effective 1-1-2015)**

**Contractor's premium portion of the billing rate for work performed outside of regular working hours (Platinum / FMTD Agreement overtime rates).**

**FOR OVERTIME SERVICE REQUESTS:**

Monday through Saturday.....	\$ <u>216.07</u> per mechanic hour
Sundays and Holidays.....	\$ <u>308.61</u> per mechanic hour

**FOR REPAIRS (OVERTIME):**

Monday through Friday.....	\$ <u>308.61</u> per mechanic hour
	\$ <u>555.51</u> per team hour
Overtime Hours excluding Holidays & Sundays.....	\$ <u>308.61</u> per mechanic hour
	\$ <u>555.51</u> per team hour
Holidays and Sundays.....	\$ <u>308.61</u> per mechanic hour
	\$ <u>555.51</u> per team hour

**CONTRACTOR'S BILLING RATE FOR WORK DUE TO NEGLIGENCE OR OTHER CAUSES NOT COVERED IN THIS CONTRACT:**

Normal Working Hours.....	\$ <u>308.61</u> per mechanic hour
	\$ <u>555.51</u> per team hour
Overtime Hours excluding Holidays and Sundays.....	\$ <u>524.68</u> per mechanic hour
	\$ <u>1,111.02</u> per team hour
Sundays & Holidays.....	\$ <u>617.22</u> per mechanic hour
	\$ <u>1,111.02</u> per team hour

The above rates are subject to annual adjustment In January of each calendar year based upon the percentage change in the labor wage rates including fringe benefits paid to the local examiners in the area in which the equipment is located.



**ThyssenKrupp Elevator Americas**  
**Legal Department**



September 2, 2013

Bradley Kiehl  
ThyssenKrupp Elevator Corporation  
114 Townpark Drive, Suite 300  
Kennesaw, GA 30144

Re: Execution Authorization

Dear Mr. Kiehl,

I hereby designate you as empowered and duly authorized to execute for and in the name of ThyssenKrupp Elevator Corporation, all contracts, novation agreements, lien releases, bonds, questionnaires, qualification statements and bid documents pursuant to or in connection with the sale of Company's products and services in the normal and ordinary course of business.

Your position as Manager, Contracts allows you to bind ThyssenKrupp Elevator as well as to seal legal documents on behalf of the corporation.

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

Should you have any questions, please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read 'Scott J. Silitsky', written over a horizontal line.

Scott J. Silitsky  
Vice President Contracts & Assistant Secretary

THYSSENKRUPP ELEVATOR CORPORATION

UNANIMOUS CONSENT OF DIRECTORS

(Election of Officers)

The undersigned, being all of the directors of ThyssenKrupp Elevator Corporation (the "Company"), do hereby waive all required notice and consent to the following:

WHEREAS, James Harrison has submitted his resignation from the position of Executive Vice President and Chief Financial Officer of the Company effective September 30, 2013, and

WHEREAS, the Company desires to appoint Steven Wedge as Executive Vice President and Chief Financial Officer.

NOW, THEREFORE, IT IS:

RESOLVED, that the resignation of James Harrison from his position of Executive Vice President and Chief Financial Officer of the Company is accepted effective September 30, 2013;

RESOLVED, that Steven Wedge is hereby appointed as Executive Vice President and Chief Financial Officer of the Company effective October 1, 2013;

RESOLVED, that the following persons be, and they hereby are, elected to the office of the Company set opposite their respective names effective October 1, 2013, and shall constitute all the officers of the Company, to serve until their respective successors are duly elected and shall qualify or until their resignation or removal:

<u>Name</u>	<u>Office</u>
Richard T. Hussey	President
Steven Wedge	Executive Vice President and Chief Financial Officer
Stuart Prior	Chief Operating Officer - Brazil and Latin America
David Turnage	Vice President - Tax
Eric Scrudgers	Executive Vice President and General Counsel
Lawrence C. Paulson	Secretary
Alan S. Weisser	Assistant Secretary
Joseph Braman	Assistant Secretary
Charles Calliff	Assistant Secretary
Scott J. Sillitsky	Vice President-Contracts and Assistant Secretary

RESOLVED, that this consent may be executed in separate written counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same document.

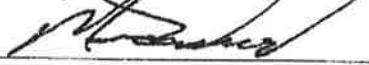
*[signatures on next page]*

*Agreement between Natividad Medical Center (County of Monterey) and ThyssenKrupp Elevator Corp.*

**Required Signatures:**

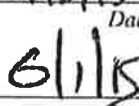
  
\_\_\_\_\_  
CONTRACTOR Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
NMC Contracts Purchasing Officer Signature

  
\_\_\_\_\_  
Date