

# **EMERGENCY PURCHASE DECLARATION**

## **REPAIR OF ELEVATOR AT THE CANTON BRANCH OF THE MADISON COUNTY LIBRARY SYSTEM**

WHEREAS, the elevator at the Canton Branch of the Madison County Library System is inoperable and in need of repair; and

WHEREAS, the Canton Branch of the Madison County Library System is a two-story building; and

WHEREAS, disabled persons are unable to reach the second floor of Canton Branch of the Madison County Library System due to the inoperable elevator; and

WHEREAS, the Americans with Disabilities Act requires Madison County and the Madison County Library System to provide a means for disabled persons to access the second floor of the Canton Branch of the Madison County Library System; and

WHEREAS, Madison County and the Madison County Library System have a compelling government interest in complying with the Americans with Disabilities Act; and

WHEREAS, due to Black History Month activities February is the busiest month of the year at the Canton Branch of the Madison County Library System; and

WHEREAS, Madison County has obtained two written quotes to repair the elevator at the Canton Branch of the Madison County Library System, with both written quotes being greater than \$50,000, which would require advertising for bids under non-emergency circumstances (ThysserKrupp \$52,223.26 and Otis \$87,829.93); and

WHEREAS, the delay to advertising for competitive bids to repair the elevator at the Canton Branch of the Madison County Library System would leave disabled persons without a means to access the second floor during said library's busiest month of the year; and

WHEREAS, Section 31-7-13 (k) of the Mississippi Code of 1972 permits governing authorities to make emergency purchases and to enter into emergency repair contracts when the "delay incident to giving opportunity for competitive bids would be detrimental to the interest of the governing authority."

NOW THEREFORE, the Madison County Board of Supervisors, acting under the emergency powers granted to it by Section 31-17-13 (k) of the Mississippi Code of 1972 Annotated, does hereby on this the 5<sup>th</sup> day of January 2015, by majority vote, declare that an emergency exists in regard to the repair of the elevator at the Canton Branch of the Madison County Library System, and said Board does hereby authorize the issuance of a purchase order in the amount of \$52,223.26 to ThyssenKrupp to repair said elevator as expeditiously as possible.

SO ORDERED on this the 5<sup>th</sup> day of January 2015.

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President  
Madison County Board of Supervisors

ATTEST:

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Ronnie Lott, Clerk  
Madison County Board of Supervisors



WORK ORDER



Recommended by: Mason, Daniel

Date:	November 07, 2014	Purchaser	Madison County Library System
Building Name:	Madison County Library System	Contact Name:	Ray Myers
Address:	102 Priestley St.	Title:	Assistant Director/ Systems Administrator
City/ST/ZIP:	Canton, MS, 39046-4524	Address:	102 PRIESTLEY ST
Contract #:		City/ST/ZIP:	CANTON, MS, 39046-4524
		Phone:	+1 601 8597733ext103

**Scope of Work:**

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

**Repairs Summary:**

CAR 1

- Shutoff Valve
- Jack
- PVC

*Handwritten:* 52,223.26

ThyssenKrupp Elevator proposes to furnish the necessary labor and materials to replace the existing cylinder with an ASME A17.1 – 2000 Code compliant cylinder with a sealed cylinder protection liner.

**SCOPE OF WORK:**

- Erect safety/sight barricades, lay protective floor covering around work areas.
- Suspend and secure (two methods) the elevator in the uppermost portion of hoistway .
- The hydraulic plunger shall be disconnected, landed and removed from the cylinder, then set aside for reuse. If the jack head is obsolete in design or the hydraulic plunger is damaged, an entirely new jack assembly, which consists of cylinder, plunger and jack head will be furnished.
- Remove the oil line, shutoff valve, pit channels and buffers from pit area.
- Jackhammer removal of concrete surrounding jack head.
- Hydraulic fluid shall be removed from the cylinder and stored in approved containers.

*Handwritten:* Phillip Moore  
601-922-9016  
EX 6581



- Remove existing cylinder from the ground and dispose of properly.
- Remove hazardous debris from inside of present well casing and store in approved containers (See Special conditions).
- Install protective PVC (polyvinyl chloride) casing that includes a means of monitoring for corrosive moisture.
- Apply protective coating to new cylinder to aid in protection against corrosion.
- Thread and weld cylinder sections together, allow cooling and protective wrap at joints.
- Install new hydraulic cylinder with double bulkhead bottom made of steel pipe compliant with Elevator Safety Code ASME Code A17.1 – 2000 and the same I.D. and O.D. size as existing cylinder with new jack head.
- Backfill area between new PVC and hydraulic cylinder to stabilize jack assembly.
- Replace concrete pit floor with appropriate insulation material.
- Reinstall hydraulic plunger into new cylinder- unless new jack assembly furnished- and plumb cylinder unit within 1/8" tolerance.
- Reinstall hydraulic piping, shutoff valve, pit channels and buffers.
- Attach hydraulic plunger to the platen plate on underside of elevator and properly align.
- Install new jack seal and gasket (new head provided with cylinder).
- Provide new hydraulic fluid to the elevator hydraulic system and test for normal operation.
- Readjust valve, if required, to achieve proper operation.
- Perform Full Load Safety Test in the presence of state approved Elevator Inspector.
- Disassemble and remove materials, tools and supplies and provide general clean-up.
- Return elevator to service.

### Special Conditions:

- 1) The quoted price is based upon the existing jack hole being plumb and cased or jacketed to prevent hole collapse once the existing jack is removed. The existing jack hole must be clear of rock, water, concrete, debris or any other underground condition which hinders us from freely pulling the existing jack or installing the new jack or which alters the method required to complete the project. If we encounter such conditions, we will notify you immediately and upon execution of a change order, it is agreed that all additional work will be performed on a time and material basis, based on standard billing rates, until the conditions which have caused the delay have been overcome.
- 2) Purchaser agrees to provide a safe, accessible storage area for placement of D.O.T. 55 Gallon containers for the purpose of spoils containment. Any spoils or water testing by others or delays due to such testing are not included in this proposal. The hiring of a disposal company is the responsibility of Purchaser, and MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- 3) For the purpose of providing this estimate, we assume no unusual conditions as outlined in Items #1-2 above. If necessitated by unusual conditions, a proposal for additional labor and materials shall be submitted to Purchaser for approval prior to performance of additional work. ThyssenKrupp shall not be responsible for delays due to such causes.
- 4) Purchaser will be notified immediately of any circumstances that will require more than the allotted time and materials provided in this proposal. Written authorization will be required for any labor or materials required beyond this original proposal amount.
- 5) All labor estimates included herein are based upon work being performed during regular working days and hours of the trade (M-F, 8:00 a.m. to 5:00 p.m.). Work performed at other times will be in addition to the price indicated herein.
- 6) This proposal includes the Full Load Testing according to prevailing Codes at the time this proposal is accepted. If the load test discloses any deficiencies in the operation of the equipment tested, an additional proposal will be submitted for your approval for work needed to put the specific equipment in proper condition and in compliance with the above mentioned specifications. ThyssenKrupp Elevator will exercise caution and care in performing this repair and tests, but will not be responsible for damage done to the building and/or equipment while performing this work.
- 7) Welding affecting the building fire protection system may be required on this project. This will be coordinated with Purchaser.
- 8) Purchaser agrees to furnish suitable parking area with standard truck access.  
We will provide labor & material to install a shut off valve. National code states there will be a means located outside of the

## ThyssenKrupp Elevator Americas



**ThyssenKrupp**

hoistway and adjacent to the power unit to shut off the oil flow. A shutoff valve is a ball valve that disconnects the flow of oil from the tank to the oil line when it is closed. This manual valve cuts off the flow of oil to the lines in order for maintenance to be performed. The shut off valves comes complete with Victaulic couplings which provide an airtight enclosure over the shut off valve to help prevent leakage.

Purchaser agrees to pay the sum of: Fifty Two Thousand Two Hundred Twenty Three Dollars and Twenty Six Cents (\$52,223.26) plus any applicable sales tax billed in addition to this contract price.

Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.



## Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or 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 as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and 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.

Purchaser 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 employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection 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. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. 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 services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings 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 arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. 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 sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

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

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. 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 therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser 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.

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. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.



# ThyssenKrupp Elevator Americas



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

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

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

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

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

ThyssenKrupp Elevator Corporation	Madison County Library System	ThyssenKrupp Elevator Corporation Approval
By: <u><i>PK Moore</i></u> (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Phillip Moore Manager - Sales phillip.moore@thyssenkrupp.com  <i>11-7-14</i>	_____ (Print or Type Name)  _____ (Print or Type Title)	Spence Jackson District Vice President
_____ (Date Submitted)	_____ (Date of Approval)	_____ (Date of Approval)

# ThyssenKrupp Elevator Americas



**ThyssenKrupp**

## SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: ThyssenKrupp Elevator Corporation  
PO BOX 933004  
Atlanta, GA 31193-3004

Attn: . Ray Myers  
102 PRIESTLEY ST  
CANTON, MS, 39046-4524

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2014-2-38168		November 07, 2014	ACIA-UKDOGL

Total Contract Price \$52,223.26  
Current Amount Due \$26,111.63

We accept credit card payments. Please call 786-336-5298 and ask for the JACKSON Branch Receivable Specialist.

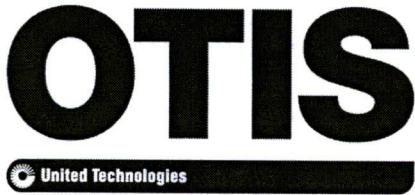
Please detach the below section and provide along with payment.

Remit To:

ThyssenKrupp Elevator Corporation  
PO BOX 933004  
Atlanta, GA 31193-3004

Payment Reference ID:	ACIA-UKDOGL
Quote #:	2014-2-38168
Customer Number:	
Remittance Amount:	26111.63

Customer Name: Madison County Library System  
Site Location: Madison County Library System



\$ 87,829.93

OTIS HYDRAULIC CYLINDER REPLACEMENT

DATE: 12/22/2014

TO: Canton Public Library  
102 Priestly Street  
Canton, MS 39046

FROM: Otis Elevator Company  
811 Foley St - Suite B  
Jackson, MS 39202

PROJECT LOCATION:  
Canton Public Library  
102 Priestly Street  
Canton, MS 39046

JoAnne Harrison  
Phone: (601) 948-3506  
Fax: (601) 355-5935

PROPOSAL NUMBER: NRN141210165824

We propose to furnish the necessary material and labor to remove and replace the existing hydraulic cylinder on one (1) elevator number based on the following:

New Cylinder with Sealed PVC Protection

The cylinder shall be of a double bottom design constructed of steel pipe of sufficient thickness and suitable for the operating pressure as prescribed by the latest revision of the ASME A17.1 or CAN3-B44 codes. The top of the cylinder shall be equipped with a new cylinder head with a drip ring to collect any oil seepage as well as an internal guide ring and self-adjusting packing. The cylinder exterior shall be covered with a protective coating. Sealed PVC Protection helps protect the cylinder from corrosion, permits monitoring and evacuation of liquids to make sure the cylinder does not come in contact with water, and helps contain oil should the cylinder leak. The sealed PVC Protection can help protect your property against possible environmental contamination and clean-up costs.

New Plunger

The plunger shall be constructed of selected steel tubing or pipe of proper diameter machined true and smooth with a fine polished finish. The plunger shall be provided with a stop ring electrically welded to it to prevent the plunger from leaving the cylinder.

Installation

The plunger and new cylinder shall be installed plumb and shall operate freely with minimum friction.

Pit Equipment, Pit Channel and Buffer Springs

New Pit channels and Buffer springs will be provided. The Pit channels will accommodate the new buffer springs and cylinder evacuation fittings. The Pit channels and springs shall comply with latest revision of ASME A17.1 and CSA/CAN-B44 codes.

Cylinder Head Support Removal - Otis

Otis will remove the existing cylinder-head support for cylinder replacement. After installation of the new cylinder and sealed PVC Protection System is complete, Otis will provide a new cylinder-head support.

Removal of Equipment and Hole Preparation

This proposal includes removing the existing cylinder from the original well hole. **Drilling work is not included in this proposal.** *If any physical obstruction, hindrance, ground water, or cave-in is encountered below the ground, we shall be provided with written authorization to proceed with the excavation utilizing any additional special hoisting or excavating equipment required.* Otis Elevator Company shall be reimbursed for all additional costs incurred subsequent to encountering the physical obstruction or hindrance, including the costs of the special equipment, and standby time as may be required by union agreement. Your initials constitute written authorization to proceed with vendors of our choice, who may bill you directly for their services. \_\_\_\_\_ (initials)

Removal of Excavation Spoils

All excavation spoils removed by Otis and its agents or (sub)contractors during the performance of this work will be placed in 55 gallon drums at the site. It shall remain the owner's responsibility to properly label and dispose of the excavation spoils and existing cylinders according to regulatory requirements.

WORK NOT INCLUDED IN THE ELEVATOR CONTRACT

When needed, we will provide protection for floors, walls and elevator entrances for normal activities associated with this work. If special drilling or excavation of contaminant material equipment is required, the owner will be responsible for all building protection and alterations needed to bring this equipment in, use and take off of the premises.

To complete this installation, the following items must be performed or furnished by the owners or their agent according to governing codes. The price and installation schedule of the elevator contractor is based on the following conditions prevailing at the beginning and during installation of the elevator equipment and includes the following:

Provide electric power for light, tools, hoists, welding, drilling rig (if necessary), etc. required for the duration of this project.

Owner will provide full access to the work area for the contractors works and their agents at all times during the agreed upon work hours for the duration of the project.

The owner will provide on site storage space adequate to store cylinder, PVC, oil, tools, etc. during the project. The storage space should be close proximity to the work area.

It shall remain the owner's responsibility that the well hole is free of contaminants and clear of any obstructions.

The owner will provide all necessary permits for welding, gas burning and cutting in the elevator hoistway.

The owner is responsible for deactivating and reactivating all fire, smoke and/or combustion sensors in the work area that may be activated by the effects of the operations required to complete this work.

The price quoted below does not include sales tax and is valid for 30 days from the date specified above.

The price quoted below assumes the work will be scheduled based on the availability of material and manpower to complete the job efficiently. A local representative will contact you to schedule the work.

Payment Terms

- The base proposal price is contingent upon receiving a down-payment of 50% of the base contract amount.
- If you choose one of the alternative down-payment amounts listed below, the corresponding Add/Discount shall be applied to the base contract amount:

<u>Down Payment Amount</u>	<u>Price Adjustment Percentage</u>	<u>Authorization (Initial)</u>
0%	10% Add	
100%	5% Discount	

- The down-payment amount is due in full prior to ordering material and/or mobilizing.
- Payment in full is due upon completion of the project.
- In the event a third party inspection agency is required to “inspect” the completed project prior to returning the equipment to normal operation payment in full is due prior to scheduling the final handover/turnover of the equipment.

PRICE:

**\$ 87,829.93**

**Eighty-seven thousand eight hundred twenty-nine dollars and ninety-three cents**

This price is based on a **fifty percent ( 50 %)** downpayment in the amount of **\$ 43,914.97**.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Submitted by: JoAnne Harrison  
Title: -

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

**Otis Elevator Company**

Approved by Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: - \_\_\_\_\_

Print Name: Grady Walters

Title - \_\_\_\_\_

Title General Manager

E-mail: - \_\_\_\_\_

Name of Company - \_\_\_\_\_

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**TERMS AND CONDITIONS**

The work shall be performed for the agreed price plus any applicable Goods and Service Tax (GST), Harmonized Sales Tax (HST), sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made as follows: A down payment of fifty percent ( 50 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a 30-day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue work at any time until payments have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever, in our opinion, working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work, providing any required government notifications, obtaining required permits, and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, mischief, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us unless such loss or damage results from our acts or omissions.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent non-infringing equipment, (iii) modify the equipment so it becomes non-infringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

The express warranties set forth in this agreement are the exclusive warranties given: we make no other warranties express or implied, and specifically make no warranty of merchantability or of fitness for any particular purpose; and the express warranties set forth in this agreement are in lieu of any such warranties and any other obligation or liability on our part.

Under no circumstances shall we be liable for any special, indirect or consequential damages of any kind including, but not limited to, loss of profit, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, in tort, in warranty or otherwise, not withstanding any provision to the contrary.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.

By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCBs, oil, or any hazardous substances in soil, water or elsewhere. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

The disposal of the cylinders, underground piping, and any and all related materials shall be the sole responsibility of the Owner. Additionally, the Owner is solely responsible for the removal and/or disposal of oil, contaminated soil, water and or other by-products. In the event that any contaminated soil or groundwater is discovered during the performance of the work, Otis will notify the Owner in writing. During the time the Owner is performing any such removal or disposal, Otis is excused from its performance under this Agreement, and Owner will compensate Otis for any and all costs attributable to any such delay. Furthermore, Owner will indemnify and hold harmless Otis from any cost, liability or expense imposed upon, or incurred by, Otis under any state, provincial, federal or other law because of or arising out of any contamination, alleged contamination of the property (including reporting requirements with regard to same, if applicable), or removal or disposal of oil, contaminated soil or water or otherwise.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.