

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of Commissioners  
**FROM:** Frank Gifford, Central Services Director *FG*  
**DATE:** April 7, 2014  
**RE:** Contract Amendment No. 1 – ThyssenKrupp Elevator Corp.

---

**STATEMENT OF ISSUE:**

On March 24, 2014 the Board signed an agreement for elevator repairs with ThyssenKrupp Elevator Corp. The terms of the contract in conjunction with Amendment No. 1 are agreeable to ThyssenKrupp Elevator Corp. The contract will not be ratified without the approval of Amendment No. 1.

**ANALYSIS:**

The terms of the contract signed by the Board on March 24, 2014 are agreeable to ThyssenKrupp Elevator Corp with the approval of Amendment No. 1. If Amendment No. 1 is not approved, the contract will not be ratified.

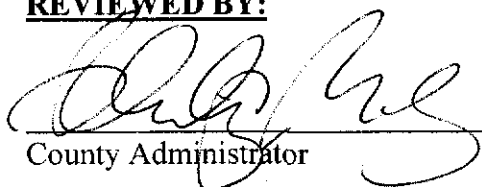
**FISCAL IMPACT:**

Amendment No. 1 has no impact on the elevator repair project cost.

**RECOMMENDATION:**

Approve and sign Amendment No. 1 with ThyssenKrupp Elevator Corp.

**REVIEWED BY:**

  
\_\_\_\_\_  
County Administrator

*4/26/14*  
\_\_\_\_\_  
Date

**AMENDMENT NO. 1**

This Amendment No. 1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions, or contract documents, this Amendment No 1 shall be final. In no event shall ThyssenKrupp Elevator be liable for liquidated, indirect, special, incidental, exemplary or consequential damages.

1: Amend so that both parties shall agree to all schedules and completion dates in writing before becoming effective and the progress of work shall be upon reference to these schedules. Amend so that Contractor shall automatically receive an extension of time commensurate with any delay not solely caused by Contractor.

2 & Exhibit A: Amend so the Owner agrees to send Contractor a Purchase Order for necessary materials and upon purchase of the necessary materials will bill the County and receive payment within 20 days. The remaining compensation Contractor is entitled to under this Agreement shall be paid upon completion of the work listed on the Scope of Work and acceptance of that work by the County, which acceptance shall not be unreasonably withheld.

4: Amend so that the additional insured is defended and indemnified for actions arising from Contractor's acts, actions, omissions, negligence or bare allegations; but is not defended or indemnified for its own acts, actions, omissions, negligence or bare allegations. Amend so that it is understood that insurance will be provided on a per policy basis. Amend so the waiver of subrogation shall be limited to the extent any claim is caused by Contractor.

8: Amend so bonds, if requested in writing, shall be added based on one and one-half percent (1 ½%) of contract value to be paid by the County.

\_\_\_\_\_  
THYSSENKRUPP ELEVATOR CORPORATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY OF JEFFERSON (WA) BOARD OF COMMISSIONERS

\_\_\_\_\_  
Date

**Approved as to form only**

*David Alvarez* 3/24/14

\_\_\_\_\_  
Jefferson Co. Prosecutor's Office  
David Alvarez, Chief Civil DPA