



City of Clearwater  
Procurement

Jay Ravins, Department Director  
100 South Myrtle Avenue, Clearwater, FL 33756

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**[TK ELEVATOR] RESPONSE DOCUMENT REPORT**

RFP No. 28-25

[Elevator Repair and/or Replacement](#)

RESPONSE DEADLINE: June 18, 2025 at 10:00 am

Report Generated: Tuesday, June 24, 2025

**TK Elevator Response**

**CONTACT INFORMATION**

**Company:**

TK Elevator

**Email:**

brooklyn.utter@tkelevator.com

**Contact:**

Brooklyn Utter

**Address:**

4710 Eisenhower Blvd  
Suite B5  
Tampa, FL 33606

**Phone:**

(850) 426-6282

**Website:**

N/A

**Submission Date:**

Jun 18, 2025 9:46 AM (Eastern Time)

## ADDENDA CONFIRMATION

*No addenda issued*

## QUESTIONNAIRE

### 1. Exceptions\*

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Do you have any exceptions to the provisions or specifications?

No

### 2. Additional Materials\*

Have you included any additional materials?

No

### 3. Certified Business\*

Are you a Certified Small Business or a Certified Minority, Woman or Disadvantaged Business Enterprise?

No

### 4. Vendor Certification\*

By submitting this response, the Vendor hereby certifies that:

- A. It is under no legal prohibition on contracting with the City of Clearwater.

- B. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- C. It has no known, undisclosed conflicts of interest.
- D. The prices offered were independently developed without consultation or collusion with any of the other vendors or potential vendors or any other anti-competitive practices.
- E. No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the commodities or services covered by this contract. The Vendor has not influenced or attempted to influence any City employee, officer, elected official, or consultant in connection with the award of this contract.
- F. It understands the City may copy all parts of this response, including without limitation any documents or materials copyrighted by the Vendor, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. Chapter 119) or other applicable law, subpoena, or other judicial process; provided that the City agrees not to change or delete any copyright or proprietary notices.
- G. It hereby warrants to the City that the Vendor and its subcontractors will comply with, and are contractually obligated to comply with, all federal, state, and local laws, rules, regulations, and executive orders.
- H. It certifies that Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this matter from any federal, state, or local agency.
- I. It will provide the commodities or services specified in compliance with all federal, state, and local laws, rules, regulations, and executive orders if awarded by the City.
- J. It is current in all obligations due to the City.
- K. It will accept all terms and conditions as set forth in this solicitation if awarded by the City.
- L. The signatory is an officer or duly authorized representative of the Vendor with full power and authority to submit binding offers and enter into contracts for the commodities or services as specified herein.

Confirmed

**5. E-Verify System Certification\***

***PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.***

The affiant, by virtue of confirming below, certifies that:

- A. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
- B. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- C. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
- D. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- E. The Contractor must maintain a copy of such affidavit.
- F. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- G. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- H. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Confirmed

**6. Vendor's Proposal\***

Upload a copy of your proposal with the information requested as detailed in the solicitation titled 28-25 Elevator Repair and/or Replacement.

City\_of\_Clearwater\_-\_RFP\_TK\_Elevator\_Repsonse.pdf  
Letter\_for\_EMR\_v.10-01-2024\_(2).pdf

PO-TKE-OSH-0003-V01-EN\_OSH\_Policy.pdf

**7. Contractor Licensing \***

Upload of copy of registration with Bureau of Elevator Safety and any other business licenses.

TKE\_TAMPA\_LICENSE\_FL\_STATE\_-\_TAMPA\_TK\_ELEVATOR\_CORP\_12-31-2025.pdf

**8. Staff Certifications/Licensing \***

Upload any staff State-issued certifications and/or licenses.

John\_Jones\_CC\_Card.pdf

Richard\_Comstock\_CC\_Card.pdf

**9. Scrutinized Company Certification\***

Please download the below documents, complete, and upload.

- [SCRUTINIZED COMPANIES AND B...](#)

Scanned\_from\_a\_Lexmark\_Multifunction\_Product06-16-2025-114142.pdf

Scanned\_from\_a\_Lexmark\_Multifunction\_Product06-16-2025-114132.pdf

**10. Compliance with Anti-Human Trafficking Laws\***

Please download the below documents, complete, and upload.

- [Compliance with 787.06 form...](#)

Compliance\_with\_787.06\_form\_\_(2).pdf

**11. W-9\***

Upload your current W-9 form. (available at

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

1\_1S\_2024\_TK\_Elevator\_Corporation\_W-9\_Signed\_-\_BHQ\_Atlanta\_GA\_-\_01-03-24.pdf

## PRICE TABLES

### PRICING SHEET

Line Item	Description	Unit of Measure	Repair/Refurbish	Full Modification
1	Clearwater Fire Station #44	Each	\$104,842.28	\$104,842.28
2	Clearwater Police Beach Substation	Each	\$159,827.80	\$159,827.80
3	Clearwater Fire Station #46	Each	\$93,937.57	
4	Seminole Boat Ramp	Each	\$91,055.00	
5	Marshall Street Wastewater Plant	Each	\$54,376.00	
6	Florida Department of Transportation (FDOT)	Each	\$35,918.00	

### ADDITIONAL SERVICES

Disregard Markup (%) under Line 1, Per Hour

Line Item	Description	Unit of Measure	Unit Cost	Markup (%)
1	Standard Hourly Rates (M-F 8:00am – 5:00pm)	Per Hour	\$625.50	
2	Parts markup as a percentage (%)	Cost +	N/A	20%



## CITY OF CLEARWATER - RFP RESPONSE

### #28-25 Elevator Repair and/or Replacement

Prepared by:

TK Elevator

4710 Eisenhower Blvd Suite B5

Tampa, FL 33634

**TAB 1 - Letter of Transmittal**

Included in this document you will find a bid response to CITY OF CLEARWATER REQUEST FOR PROPOSAL #28-25 – ELEVATOR REPAIR AND/OR REPLACEMENT. We would like to thank you for your continued business over the years and the opportunity to provide a response to the RFP.

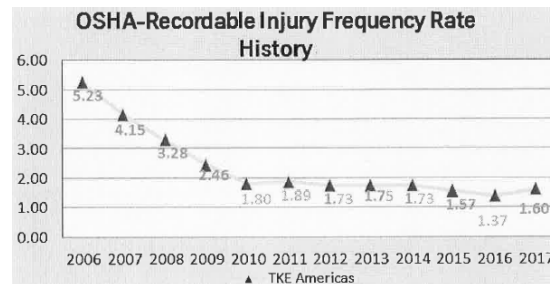
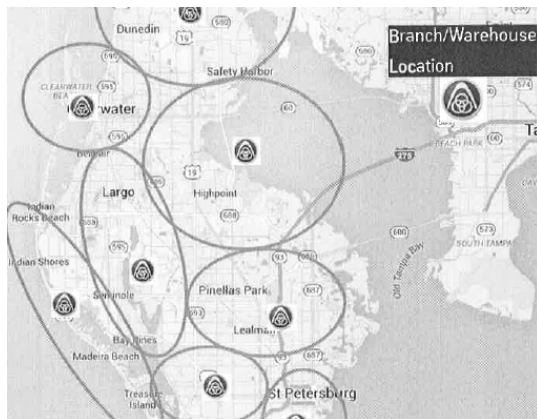
- A. TK Elevator has thoroughly reviewed the RFP #28-25 and fully understand the work to be performed for the elevator hurricane remediations. We have read through the scope and understand the criteria including qualifications, technical approach, pricing, compliance, warranty/post work support, etc, and are committed to provide quality elevator repair and/or replacement for the City. Being the incumbent service provider, TK has the background and knowledge on the existing elevator equipment which allows us to provide the City with the best approach toward the elevator repairs/replacements.
- B. As the incumbent service provider for the City, we are confident in providing quality elevator repair/replacement. We believe the combination between our extensive knowledge of the existing equipment and being the largest service provider in the Tampa Bay area, will allow us to perform this work within the time period specified.
- C. Key contacts involved during the repair/replacement project are as follows:

Name	Title	Phone Number	Email Address
John Bosley (20+ years of experience)	Repair Manager	813-478-1612	<a href="mailto:John.Bosley@tkelevator.com">John.Bosley@tkelevator.com</a>
Zach Mikell (10 years of experience, all with TKE)	Repair Project Manager	813-546-7986	<a href="mailto:Zachary.Mikell@tkelevator.com">Zachary.Mikell@tkelevator.com</a>
Jeff Wilt (20+ years of experience)	Modernization Superintendent	813-334-8492	<a href="mailto:Jeffrey.Wilt@tkelevator.com">Jeffrey.Wilt@tkelevator.com</a>
Brooklyn Utter (3 years of experience, all with TKE)	Account Manager	850-426-6282	<a href="mailto:Brooklyn.Utter@tkelevator.com">Brooklyn.Utter@tkelevator.com</a>
Mike Martelli (28 years of experience, all with TKE)	General District Manager	813-918-2740	<a href="mailto:Mike.Martelli@tkelevator.com">Mike.Martelli@tkelevator.com</a>

## TAB 2 – Experience and Qualifications of Firm and Personnel; References

A. TK is the largest service provider with well over 40+ years of experience in all lines of business including service, repair, modernization, and new installation in North America. At our local Tampa office we have a deep understanding of requirements and expertise when it comes to all lines of business.

We have worked with various municipalities such as City of Tampa, City of Largo, and City of St Petersburg, as well as some of the largest hospital facilities including Tampa General, Advent Health, and Baycare to provide all lines of business. Being the largest service provider in North America, we employ the most repair teams and floating foremen. Our wide reach and density of technicians and field support helps us achieve quality repair and modernizations.



B. All TK technicians and repair teams are IUEC-Certified, widely considered to be the “gold standard” of qualification with regard to elevators. Being union certified is a process of completed 5 years of continuing education within the elevator industry. Our service, repair, and modernization technicians have extensive training on all OEM and all major 3<sup>rd</sup> party equipment.

Office personnel will be there to provide updates and expertise throughout the repair/replacement process for the City. Key office personnel will include:

- **John Bosley (Repair Manager)** – John leads all large repairs that require a team, he has 25 years of experience in the elevator industry. Before taking on the management role, John was a field technician who has a deep knowledge of the trade.
- **Zach Mikell (Repair Project Manager)** – Zach has been with TKE for an entire decade working across multiple lines of business. He understands all areas of the industry and is there to assist John with day-to-day operations of each repair project.
- **Jeff Wilt (Modernization Superintendent and PM)** – Jeff has been in the elevator industry for 40 years. He oversees each and every modernization project from start to finish to ensure the process goes smoothly and timely.

### C. References

- City of Northport – Dawn Swauger – Ph: 941.302.5697 / Email: dsauger@northportfl.gov
- Tampa General Hospital – Thomas Aulisio – Ph: 863-944-3148 / Email: tom.aulisio@mylrh.org
- 440 West Condominium – Ted Boesen – Ph: 515.778.7063 / Email: ted.boesen@outlook.com
- Moffit Cancer Center – John Raisch – Ph: 847-421-2288 / Email: john.raisch@moffitt.org
- Vinoy Place Condominium – Jill Silverman – Ph: 727-896-8077 / Email: vinoyplace@gmail.com

### TAB 3 – Technical Approach and Work Plan

#### Methodology for performing repairs/replacements

TK office personnel will contact the City to provide ample notice of commencement date to ensure timing aligns with the City's plans/preferred start date(s). TK will be responsible for pulling permits for all elevators within this bid to meet proper ASME A17.1/CSA B44 and local codes.

TK will evaluate each site to ensure there is a safe work environment and all repair teams will have proper PPE (personal protective equipment) upon commencement. The repair teams will be replacing and/or remediating components affected by Hurricane Helene/Milton. Throughout each project, clear communication will be kept between TK office personnel and the City's preferred point of contact. Upon each job completion, final testing and inspection will be performed before turning the unit(s) back over to public use.

Location	Lead Time	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
<b>Seminole Boat Ramp</b>	Est 16 weeks	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	Inspection/Turnover
<b>DOT</b>	Est 6 weeks	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug							
		X	X	X	X	X	X	X	Inspection/Turnover							
<b>Marshall Street</b>	Est 6 week	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug				
		x	x	x	x	x	x	x	x	x	x	Inspection/Turnover				
<b>Fire 46</b>	Est 14 weeks	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct									
		X	X	X	X	X	Inspection/Turnover									
<b>Fire 44</b>	Engineering, preproduction and fabrication - Est 4-6 months															
	Modernization of elevator system - 4-5 weeks															
<b>Beach Police</b>	Engineering, preproduction and fabrication - Est 4-6 months															
	Modernization of elevator system - 4-5 weeks															

#### Equipment and materials to be used

All major components affected by water/power damage will be replaced and/or remediated. Reference Tab 4 below for material(s) to be used for Marshall Street, Seminole Boat Ramp, and the DOT building. Reference the individual Work Orders for the Fire 44 and Beach Police Station for the full material breakdown related to modernization. Material for Fire 46 will include new lift with direct replacement from its OEM.

#### Strategy to minimize service interruptions

TK will notify the City in advance to provide a tentative start date to ensure timing aligns for each location within the City. TK is committed to using our top A-rated repair teams with ample experience in dozens of previous hurricane-related repairs/replacements to ensure we utilize optimal efficiency. TKE will dedicate multiple teams to shorten the duration of the repair/replacement project(s) if needed to expedite the overall project timeline.

**TAB 4 – Pricing Sheet and Additional Services**

Individual Work Orders per location as part of this RFP are provided as additional attachments. All labor & material(s) for Fire Station 44 and Clearwater Beach Police are listed on their individual Work Order(s). *\*All units are currently under abeyance to suspend maintenance billing – billing will resume once unit(s) are returned to service for public use.*

**Marshal Street Bldg – Repair**

Labor and Material Breakdown						
Marshal St bldg	Material Type	Labor Rate (TEAM)	Labor Hours	Total Labor Cost	Material Cost	Total Cost
only elevator	Permit and Inspection	\$625.50	4	\$ 2,502.00	\$ 500.00	\$ 3,002.00
only elevator	Buffers	\$625.50	6	-	\$ 3,800.00	\$ 3,800.00
only elevator	Oil Line Replacement (pit section) & New Oil	\$625.50	12	-	\$ 5,200.00	\$ 5,200.00
only elevator	Bottom Car Guides	\$625.50	6	-	\$ 2,500.00	\$ 2,500.00
only elevator	Pit Stop Switch	\$625.50	2	-	\$ 250.00	\$ 250.00
only elevator	Rust Remediation/Removal (Pit section)	\$625.50	8	\$ 5,004.00	\$ 1,600.00	\$ 6,604.00
only elevator	Evacuate Oil, Flush Hydraulic Tank, Packing Replacement	\$625.50	24	\$ 15,012.00	\$ 4,500.00	\$ 19,512.00
only elevator	Limit Switch	\$625.50	2	-	\$ 900.00	\$ 900.00
only elevator	Traveling Cable	\$625.50	16	\$ 10,008.00	\$ 2,600.00	\$ 12,608.00
TOTAL				TOTAL	TOTAL	TOTAL
\$ 32,526.00				\$ 21,850.00	\$ 54,376.00	

**Seminole Boat Ramp - Repair**

Labor and Material Breakdown						
Seminole Boat Ramp	Material Type	Labor Rate (TEAM)	Labor Hours	Total Labor Cost	Material Cost	Total Cost
only elevator	Permit and Inspection	\$625.50	4	\$ 2,502.00	\$ 500.00	\$ 3,002.00
only elevator	Buffers	\$625.50	6	\$ 3,753.00	\$ 3,800.00	\$ 7,553.00
only elevator	Door Edge	\$625.50	4	\$ 2,502.00	\$ 1,750.00	\$ 4,252.00
only elevator	Oil Line Replacement (pit section)	\$625.50	12	-	\$ 5,200.00	\$ 5,200.00
only elevator	Car Guides (bottom)	\$625.50	6	\$ 3,753.00	\$ 2,500.00	\$ 6,253.00
only elevator	Pit Stop Switch	\$625.50	2	\$ 1,251.00	\$ 250.00	\$ 1,501.00
only elevator	Rust Remediation/Removal (Pit section)	\$625.50	12	\$ 7,506.00	\$ 1,600.00	\$ 9,106.00
only elevator	Cab Subflooring	\$625.50	24	\$ 15,012.00	\$ 600.00	\$ 15,612.00
only elevator	Traveling Cable	\$625.50	12	\$ 7,506.00	\$ 2,600.00	\$ 10,106.00
only elevator	Selector Tape	\$625.50	8	\$ 5,004.00	\$ 3,716.00	\$ 8,720.00
only elevator	Car Operating Panel	\$625.50	16	-	\$ 19,750.00	\$ 19,750.00
TOTAL				TOTAL	TOTAL	TOTAL
\$ 48,789.00				\$ 42,266.00	\$ 91,055.00	

**Marshal Street - Repair**

Labor and Material Breakdown						
DOT Bldg	Material Type	Labor Rate (TEAM)	Labor Hours	Total Labor Cost	Material Cost	Total Cost
only elevator	Permit and Inspection	\$625.50	4	\$ 2,502.00	\$ 500.00	\$ 3,002.00
only elevator	Car Guides (bottom)	\$625.50	6	-	\$ 2,500.00	\$ 2,500.00
only elevator	Rust Remediation/Removal (Pit section)	\$625.50	12	\$ 7,506.00	\$ 1,600.00	\$ 9,106.00
only elevator	Evacuate Oil, Flush Hydraulic Tank, Packing Replacement	\$625.50	20	\$ 12,510.00	\$ 6,200.00	\$ 18,710.00
only elevator	Traveling Cable	\$625.50	12	-	\$ 2,600.00	\$ 2,600.00
TOTAL				TOTAL	TOTAL	TOTAL
\$ 22,518.00				\$ 13,400.00	\$ 35,918.00	

**TAB 5 – Compliance and Safety Record****Safety program and training procedures**

Safety is our number one priority at TK Elevator. All TK technicians and office personnel go through quarterly safety training to ensure all safety measures are properly understood and taken. Each month TK Operations undergoes safety audits to ensure our technicians and field support are using proper methods for safety. Routine safety visits help us reduce risk, identify hazards, and make sure our mechanics make it home safe. *We keep an internal file of all safety procedures and protocols that can be shared upon request. Additional safety records and citations can be found within this RFP under additional documents. Please find additional documentation related to safety under additional attachments.*

**OSHA's Form 300A (Rev. 01/2004)**  
**Summary of Work-Related Injuries and Illnesses**Year 2024  
U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OSHA no. 1219-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

**Number of Cases**

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	2	0
(G)	(H)	(I)	(J)

**Number of Days**

Total number of days away from work	Total number of days of job transfer or restriction
0	88
(K)	(L)

**Injury and Illness Types**

Total number of...	(M)	(N)	(O)
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name US38TA03 TK Elevator Corp-Tampa  
Street 4710 Eisenhower Blvd. Suite  
City Tampa State FL Zip 33634  
Industry description (e.g., Manufacture of motor truck trailers)  
Elevator installation, conversion, service & maintenance  
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
1 7 9 6  
OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
2 3 8 2 9 0

**Employment information**

Annual average number of employees 138  
Total hours worked by all employees last year 226,652

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Scott Slitsky  
Company executive  
954-597-3000  
Phone

Rick Manager  
Title  
1/15/2025  
Date

KPA

This report was generated by kpaehs.com

*\*TKE complies with all industry regulations and local safety standards*

## **TAB 6 – Warranty and Post-Project Support**

### **Warranty**

As the current service provider for the City, all post-repair work is covered throughout the TERM of the contract with TKE. The Modernization(s) (*elevator replacements*) include a one (1) year factory warranty, followed by an additional warranty throughout the TERM of the contract with TKE. *\*Damage from power/water, vandalism, misuse, etc, excluded.*

### **Post-Project Support**

With TKE employing local technicians, repair teams, and floating foreman, we provide swift response times to any trouble calls post-repair/replacements. If a service call is placed before 12pm, our mechanics typically respond same day. Any call placed after 12pm will be responded to next day. As the incumbent service provider for the City, any service request to make adjustments or corrections made post-repair/replacement will be covered at NO COST to the City if damage is within our control, even after the 12-month factory warranty is expired.

TKE provides an additional layer of support including two regional engineers to assist with advanced troubleshooting, a team of ITS (international technical services) engineers to assist with technical support, and team of factory engineers.

### **Forms and Submittal Requirements**

*Scrutinized Companies Form(s) provided herein this bid.*

*Compliance with Anti-Human Tracking Laws Form provided herein this bid.*

*W-9 Form provided herein this bid.*

# Repair Work Order



## SEMINOLE BOAT RAMP RESTROOM 198

June 17, 2025

Purchaser: City of Clearwater

Location: SEMINOLE BOAT RAMP  
RESTROOM 198

Address: PO Box 4748  
Clearwater, FL 33758-4748

Address: 198 Seminole St  
Clearwater, FL 33755-3853

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Ninety One Thousand Fifty Five Dollars (\$91,055.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

## Summary:

Elevator	TKE ID	Description	Repair category
1	US833039	Spring Buffers	Operational
1	US833039	Door Edge	Safety
1	US833039	Oil Line Replacement - Pit Section and Hydraulic Oil	Operational
1	US833039	Car Guides (bottom)	Safety
1	US833039	Cab Subflooring	Operational
1	US833039	Selector Tape	Operational
1	US833039	Traveling Cable	Operational
1	US833039	Car Operating Panel - Removal and Replacement	Operational
1	US833039	Rust Remediation and Removal - Pit Section	Rust
1	US833039	Pit Stop Switch	Operational
1	US833039	Evacuate oil, flush and clean tank -Packing Replacment	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

Recommended by Service Technician: Wayne Gmeiner

# Repair Work Order



In the event you have any questions regarding the content of this Work Order please contact me at +1.

We appreciate your consideration.

Regards,

Brooklyn Utter  
TK Elevator Corporation  
4710 Eisenhower Blvd, Ste B5  
Tampa FL 33634  
brooklyn.utter@tkelevator.com | +1

**Notice:**

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

# Repair Work Order



## Scope of Work

### HURRICANE HELENE - REPAIR ORDER - ONLY ELEVATOR

TK Elevator will provide labor and material to restore the elevator(s) back to their pre-hurricane condition.

The elevator(s) at the site referenced above were compromised due to hurricane damage that occurred 9/26, 2024 by Helene. Salt-water entered the elevator pit(s) and intruded the elevator components, compromising their integrity. To prevent intermittent issues and future shutdowns, TK Operations suggest replacing these items to ensure safe and proper elevator operation.  
Standard

### PERMIT AND INSPECTION IS INCLUDED IN THIS WORK ORDER

Please note that due to the inherent-nature of power damage and/or water damage, TK may discover that additional work is necessary, which in that event a separate Work Order will follow.

#### Buffers Replacement

TK Elevator will provide labor and material to install new buffers for the elevator referenced above. The buffers are installed in the elevator pit and are designed specifically for the operating speed and capacity of the elevator. The buffers will require replacement to prevent rust formation and deterioration, and to remain in compliance with State code.

#### Traveling Cable

TK Elevator will provide labor and material to install a new pit travel cable on the elevator(s) referenced above. Once installed, all connections will be made and the elevator will be adjusted for proper operation. The travel cable contains all wiring for the elevator car, linking it to the elevator controller, phone lines, security systems, and more. The traveler will require replacement to prevent rust formation and deterioration, and to remain in compliance with State code.

#### Pit Stop Switch

TK Elevator will furnish and install a pit stop switch on the elevator referenced above. The pit stop switch will provide a means for the elevator operation to be stopped by authorized personnel in the elevator pit. The pit switch will be a push/pull style. This safety modification will provide extra liability protection for the building owner while improving the safety features and performance of the elevator by eliminating the risk of unauthorized control of the elevator by the riding public.

#### Door Edge

TK Elevator will furnish and install new electronic door edge on the elevator(s) referenced above. This electronic edge senses the presence of an obstruction in the door opening with a screen of infrared beams. If obstructions are detected in this area, the doors will reopen. This new electronic door edge will reduce the chance of a closing elevator door injuring passengers.

#### Bottom Guide Assembly

TK Elevator will furnish the necessary labor and materials to remove and install new a slide/roller guide assembly to the elevator mentioned above. Slide/roller guide inserts fit between the slide/roller guide and the rails inside the hoistway to guide the elevator car as it travels. When worn, metal-on-metal noises occur and new inserts are required.

#### Car Operating Panel

TK Elevator will furnish and install a new car operating station in the elevator cab(s) referenced above to replace the existing car station(s). The new car station (car operating panel) will include components to meet current elevator code requirements and ensure reliability as the existing COP was exposed to salt-water. Because buttons on the car operating panel are used when riding the elevator, ensuring proper continued operation and satisfactory components are critical.

#### Rust Remediation / Removal

TK Elevator will furnish the necessary labor and materials to perform a complete pit rust remediation of the elevator mentioned above. This repair order is designed to inhibit the spread of rust and extend the useful life of your existing elevator equipment. This work order also ensures your elevator pit equipment remains code compliant. TK cannot prevent rust from re-occurring in the future.

#### Cab Subfloor

# Repair Work Order



TK Elevator will remove existing subfloor and install new subfloor to support the elevator cab platform. TK ELEVATOR IS NOT RESPONSIBLE FOR THE FLOORING - ONLY SUBFLOOR - Purchaser is solely responsible for installing new flooring once the subfloor is put in and the cab shell is bolted back together.

## Selector Tape

TK Elevator will furnish the necessary labor and materials to remove and install new selector tape on the elevator mentioned above. Selector tape allows the elevator to know where it is at while it travels as it ascends/descends along the hoistway.

The cost of this scope of work includes, at TK Elevator's election, the installation of a remote-monitoring device (a "Device") to those elevators at the location listed above ("Units") and connection of the Device to TK Elevator's cloud-based Internet of Things platform known as "MAX." With the installation of the Device and its connection to MAX, information obtained via machine learning may be sent to TK Elevator's technicians in connection with any service contract Purchaser has with TK Elevator that covers the Units to promote early diagnosis, faster fixes and reduced downtime at no additional charge.

## Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

All value added taxes, tariffs, duties, and similar charges imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts set forth in (1), (2) and/or (3). In addition to the Agreement price, when the materials and/or components called for in this Proposal are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or similar charges imposed upon TK Elevator and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to delivery of the material to the jobsite or providing labor on the project.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$91,055.00
Initial progress payment:	(50%)	\$45,527.50
Total due upon completion:	(50%)	\$45,527.50

# Repair Work Order



## Terms and Conditions

TK 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 TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK 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, TK 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 TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK 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 TK 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 TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK 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 TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK 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 TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK 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 TK 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 TK 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 TK 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.

TK 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. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Purchaser consents and authorizes TK Elevator (1) to access Purchaser's premises to install and connect a Device to the Units and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the "MAX Data"). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator and because the Device is being installed for the sole use and benefit of TK Elevator's personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK 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 TK 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 TK 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 TK 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 TK 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 TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights

# Repair Work Order



and any extension, indulgence or change by TK 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 TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK 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 TK Elevator and Purchaser with respect to the work described herein.

Acceptance

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 TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK 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 branch 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.

City of Clearwater (Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual) Travis Jones		(Signature of Branch Representative)	
(Print or Type Name)		Kelly Schafer Sales Manager	
(Print or Type Title)			
(Date of Acceptance)		(Date of Execution)	

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_



# REPAIR DOWN PAYMENT REQUEST

Attn: Travis Jones  
City of Clearwater  
PO Box 4748  
Clearwater FL, 33758-4748

Date	Terms	Reference ID	Customer Reference # / PO
June 17, 2025	Immediate	ACIA-29OCTOJ	
Total Contract Price:			\$91,055.00
Down Payment:			(50% ) \$45,527.50

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1. To make a payment by phone, please call 678-497-0603 with the reference information provided below.

Current and former service customers can now pay online at:  
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	City of Clearwater	Remit To:
Location Name:	SEMINOLE BOAT RAMP RESTROOM 198	TK Elevator PO Box 3796 Carol Stream, IL 60132-3796
Customer Number:	114784	
Quote Number:	2025-2-1930798	
Reference ID:	ACIA-29OCTOJ	For overnight checks, please send to:
Remittance Amount:	\$45,527.50	Deluxe TK Elevator 3796 5450 N. Cumberland Ave. Chicago, IL 60656



# Repair Completion Notice to be signed at job completion

Date: \_\_\_\_\_  
Repair Job #: \_\_\_\_\_

Building Name: SEMINOLE BOAT RAMP RESTROOM 198  
Street Address: 198 Seminole St  
City State, Zip: Clearwater, FL 33755-3853

Dear Travis Jones,

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

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

## Customer Representative

Customer Name: Travis Jones  
\_\_\_\_\_  
Print or Type Name

Customer Signature: \_\_\_\_\_  
Signature of Authorized Individual

Title: \_\_\_\_\_  
\_\_\_\_\_  
Print or Type Title

Date: \_\_\_\_\_  
Date of acceptance

Customer Email: travis.jones@myclearwater.com  
\_\_\_\_\_  
Customer Email

## TK Elevator Representative

Name: Brooklyn Utter  
\_\_\_\_\_  
Print or Type Name

Signature: \_\_\_\_\_  
Signature of Authorized Individual

Title: Account Manager  
\_\_\_\_\_  
Print or Type Title

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

## Follow Up Request

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

- |   |   |
|---|---|
| <input type="checkbox"/> Sales Department | <input type="checkbox"/> Service Department |
| <input type="checkbox"/> Branch Manager   | <input type="checkbox"/> Repair Department  |
| Phone Number                              |   |

Comments:

# Repair Work Order



## City Of Clwr Wpc Ms

June 17, 2025

Purchaser: City of Clearwater  
Address: PO Box 4748  
Clearwater, FL 33758-4748

Location: City Of Clwr Wpc Ms  
Address: 1605 Harbor Dr  
Clearwater, FL 33755-1824

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Fifty Four Thousand Three Hundred Seventy Six Dollars (\$54,376.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

## Summary:

Elevator	TKE ID	Description	Repair category
1	US198753	Spring Buffers	Operational
1	US198753	Evacuate Hydraulic Oil, Flush and clean tank, packin	Energy Savings
1	US198753	Oil Line Removal and Replacement (pit section)	Operational
1	US198753	Bottom Guide Assembly	Safety
1	US198753	Limit Switch and Pit Stop Switch	Operational
1	US198753	Traveling Cable	Operational
1	US198753	Rust Remediation and Removal (Pit Section)	Rust

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1.

We appreciate your consideration.

Regards,

Brooklyn Utter  
TK Elevator Corporation  
4710 Eisenhower Blvd, Ste B5  
Tampa FL 33634  
brooklyn.utter@tkelevator.com | +1

### Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

# Repair Work Order



## Scope of Work

### HURRICANE HELENE - REPAIR ORDER - ELEVATOR ONLY

The elevator(s) at the site referenced above were compromised due to hurricane damage that occurred 9/26, 2024 by Helene. Salt-water entered the elevator pit(s) and intruded the elevator components, compromising their integrity. To prevent intermittent issues and future shutdowns, TK Operations suggest replacing these items to ensure safe and proper elevator operation.

Standard

### PERMIT AND INSPECTION IS INCLUDED IN THIS WORK ORDER

Please note that due to the inherent-nature of power damage and/or water damage, TK may discover that additional work is necessary, which in that event a separate Work Order will follow.

#### Hydraulic Oil Replacement

TK Elevator will provide fresh hydraulic oil on the elevator referenced above. This new oil will be installed after the hydraulic system is flushed and the hydraulic tank is cleaned of all water, old oil, and debris.

#### Oil line Removal and Replacement (Pit Section)

TK Elevator will provide labor and material to install a new pit oil line on the elevator referenced above. The oil line carries hydraulic oil from the power unit in the machine room into the hydraulic jack hookup in the elevator pit. Victaulic couplings use a gasket with tongue and groove design for quick connection of oil line. TK Elevator will test the line, replace hydraulic fluid and return the elevator to service. As the elevator operates on high PSI, if these components rust in the future, we could see rupture of the oil line and loss of pressure in the future if not replaced.

#### Hydraulic Oil Evacuation Flush & Clean Tank

TK Elevator will furnish the necessary materials and labor to remove all old oil and water from the hydraulic system for the elevator referenced above. This includes the oil removal inside of the hydraulic tank and jack cylinder. The oil was contaminated with water and requires replacement. Once the oil is removed, TK Elevator will clean the hydraulic tank and add new hydraulic oil for the system.

#### Packing Replacement

TK Elevator will provide labor and materials to replace the hydraulic jack packing on the elevator(s) referenced above. The existing packing was exposed to salt-water intrusion which will deteriorate this seal. This seal is the main hydraulics and critical for the elevators operational as the piston moves.

#### Buffers Replacement

TK Elevator will provide labor and material to install new buffers for the elevator referenced above. The buffers are installed in the elevator pit and are designed specifically for the operating speed and capacity of the elevator. The buffers will require replacement to prevent rust formation and deterioration, and to remain in compliance with State code.

#### Traveling Cable

TK Elevator will provide labor and material to install a new pit travel cable on the elevator(s) referenced above. Once installed, all connections will be made and the elevator will be adjusted for proper operation. The travel cable contains all wiring for the elevator car, linking it to the elevator controller, phone lines, security systems, and more.

The Traveling cable was sitting in salt water from the Hurricane Helene storm surge. The traveler will require replacement to prevent rust formation and deterioration, and to remain in compliance with State code.

#### Limit Switch

TK Elevator will furnish and install a new limit switch on the elevator referenced above. The limit switch communicates with the elevator to ensure the elevator doesn't descend below the lowest level of travel during normal operation. The current limit switch for the elevator was submerged in salt water from the Hurricane Helene storm surge. Replacement of this limit switch will be required to return the elevator to pre-hurricane condition and keep reliable operation into the future.

#### Pit Stop Switch

TK Elevator will furnish and install a pit stop switch on the elevator referenced above. The pit stop switch will provide a means for the elevator operation to be stopped by authorized personnel in the elevator pit. The pit switch will be a push/pull style. This safety modification will provide extra liability protection for the building owner while improving

# Repair Work Order



the safety features and performance of the elevator by eliminating the risk of unauthorized control of the elevator by the riding public.

## **Bottom Guide Assembly**

TK Elevator will furnish the necessary labor and materials to remove and install new a slide/roller guide assembly to the elevator mentioned above. Slide/roller guide inserts fit between the slide/roller guide and the rails inside the hoistway to guide the elevator car as it travels. When worn, metal-on-metal noises occur and new inserts are required.

## **Rust Remediation / Removal (Pit Section)**

TK Elevator will furnish the necessary labor and materials to perform a complete pit rust remediation of the elevator mentioned above. This repair order is designed to inhibit the spread of rust and extend the useful life of your existing elevator equipment. This work order also ensures your elevator pit equipment remains code compliant. TK cannot prevent rust from re-occurring in the future.

## **Payment Terms**

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

All value added taxes, tariffs, duties, and similar charges imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts set forth in (1), (2) and/or (3). In addition to the Agreement price, when the materials and/or components called for in this Proposal are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or similar charges imposed upon TK Elevator and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to delivery of the material to the jobsite or providing labor on the project.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$54,376.00
Initial progress payment:	(50%)	\$27,188.00
Total due upon completion:	(50%)	\$27,188.00

# Repair Work Order



## Terms and Conditions

TK 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 TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK 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, TK 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 TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK 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 TK 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 TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK 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 TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK 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 TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK 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 TK 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 TK 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 TK 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.

TK 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. TK 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 TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK 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.

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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 TK 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 TK 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 TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK 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 TK 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 TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK 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 TK Elevator and Purchaser with respect to the work described herein.

Acceptance

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 TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK 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 branch 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.

City of Clearwater (Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual) Sam Rosario		(Signature of Branch Representative)	
(Print or Type Name)		Kelly Schafer Sales Manager	
(Print or Type Title)			
(Date of Acceptance)		(Date of Execution)	

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_



## REPAIR DOWN PAYMENT REQUEST

Attn: Sam Rosario  
City of Clearwater  
PO Box 4748  
Clearwater FL, 33758-4748

Date	Terms	Reference ID	Customer Reference # / PO
June 17, 2025	Immediate	ACIA-2A5LGR4	
Total Contract Price:			\$54,376.00
Down Payment:			(50% ) \$27,188.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1. To make a payment by phone, please call 678-497-0603 with the reference information provided below.

Current and former service customers can now pay online at:  
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

**Please detach the below section and provide along with payment.**

Customer Name: City of Clearwater  
Location Name: City Of Clwr Wpc Ms  
Customer Number: 114784  
Quote Number: 2025-2-1930793

Reference ID: ACIA-2A5LGR4

Remittance Amount: \$27,188.00

Remit To:  
TK Elevator  
PO Box 3796  
Carol Stream, IL  
60132-3796

For overnight checks,  
please send to:

Deluxe  
TK Elevator 3796  
5450 N. Cumberland Ave.  
Chicago, IL 60656



# Repair Completion Notice

to be signed at job completion

Date: \_\_\_\_\_  
Repair Job #: \_\_\_\_\_

Building Name: City Of Clwr Wpc Ms  
Street Address: 1605 Harbor Dr  
City State, Zip: Clearwater, FL 33755-1824

Dear Sam Rosario,

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

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

## Customer Representative

Customer Name: Sam Rosario  
\_\_\_\_\_  
Print or Type Name

Customer Signature: \_\_\_\_\_  
Signature of Authorized Individual

Title: \_\_\_\_\_  
\_\_\_\_\_  
Print or Type Title

Date: \_\_\_\_\_  
Date of acceptance

Customer Email: sam.rosario@cbre.com  
\_\_\_\_\_  
Customer Email

## TK Elevator Representative

Name: Brooklyn Utter  
\_\_\_\_\_  
Print or Type Name

Signature: \_\_\_\_\_  
Signature of Authorized Individual

Title: Account Manager  
\_\_\_\_\_  
Print or Type Title

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

## Follow Up Request

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

- |   |   |
|---|---|
| <input type="checkbox"/> Sales Department | <input type="checkbox"/> Service Department |
| <input type="checkbox"/> Branch Manager   | <input type="checkbox"/> Repair Department  |
- Phone Number

Comments:

# Repair Work Order



## City Of Clearwater Dot

June 17, 2025

Purchaser: City of Clearwater  
Address: PO Box 4748  
Clearwater, FL 33758-4748

Location: City Of Clearwater Dot  
Address: 3204 Gulf To Bay Blvd  
Clearwater, FL 33759-4510

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Thirty Five Thousand Nine Hundred and Eighteen Dollars (\$35,918.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

## Summary:

Elevator	TKE ID	Description	Repair category
1	US199467	Evacuate Oil, Flush and Clean Tank	Operational
1	US199467	Rust Remediation / Removal (Pit Section)	Rust
1	US199467	Bottom Slide Guides	Safety
1	US199467	Traveling Cable with Junction Box	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1.

We appreciate your consideration.

Regards,

Brooklyn Utter  
TK Elevator Corporation  
4710 Eisenhower Blvd, Ste B5  
Tampa FL 33634  
brooklyn.utter@tkelevator.com | +1

### Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

# Repair Work Order



## Scope of Work

### HURRICANE HELENE - REPAIR ORDER - ONLY ELEVATOR

TK Elevator will provide labor and material to restore the elevator(s) back to its pre-hurricane condition.

The elevator(s) at the site referenced above were compromised due to hurricane damage that occurred 9/26, 2024 by Helene. Salt-water entered the elevator pit(s) and intruded the elevator components, compromising their integrity. To prevent intermittent issues and future shutdowns, TK Operations suggest replacing these items to ensure safe and proper elevator operation.

Please note that due to the inherent-nature of power damage and/or water damage, TK may discover that additional work is necessary, which in that event a separate Work Order will follow.

### Traveling Cable

TK Elevator will provide labor and material to install a new pit travel cable on the elevator(s) referenced above. Once installed, all connections will be made and the elevator will be adjusted for proper operation. The travel cable contains all wiring for the elevator car, linking it to the elevator controller, phone lines, security systems, and more.

The Traveling cable was sitting in salt water from the Hurricane Helene storm surge. The traveler will require replacement to prevent rust formation and deterioration, and to remain in compliance with State code.

### Hydraulic Oil Evacuation Flush & Clean Tank

TK Elevator will furnish the necessary materials and labor to remove all old oil and water from the hydraulic system for the elevator referenced above. This includes the oil removal inside of the hydraulic tank and jack cylinder. The oil was contaminated with water and requires replacement. Once the oil is removed, TK Elevator will clean the hydraulic tank and add new hydraulic oil for the system.

### Hydraulic Oil Replacement

TK Elevator will provide fresh hydraulic oil on the elevator referenced above. This new oil will be installed after the hydraulic system is flushed and the hydraulic tank is cleaned of all water, old oil, and debris

### Bottom Slide Guides

TK Elevator will furnish the necessary labor and materials to remove and install new a slide/roller guide assembly to the elevator mentioned above. Slide/roller guide inserts fit between the slide/roller guide and the rails inside the hoistway to guide the elevator car as it travels. When worn, metal-on-metal noises occur and new inserts are required.

### Rust Remediation / Removal

TK Elevator will furnish the necessary labor and materials to perform a complete pit rust remediation of the elevator mentioned above. This repair order is designed to inhibit the spread of rust and extend the useful life of your existing elevator equipment. This work order also ensures your elevator pit equipment remains code compliant. TK cannot prevent rust from re-occurring in the future.

The cost of this scope of work includes, at TK Elevator's election, the installation of a remote-monitoring device (a "Device") to those elevators at the location listed above ("Units") and connection of the Device to TK Elevator's cloud-based Internet of Things platform known as "MAX." With the installation of the Device and its connection to MAX, information obtained via machine learning may be sent to TK Elevator's technicians in connection with any service contract Purchaser has with TK Elevator that covers the Units to promote early diagnosis, faster fixes and reduced downtime at no additional charge.

## Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

# Repair Work Order



All value added taxes, tariffs, duties, and similar charges imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts set forth in (1), (2) and/or (3). In addition to the Agreement price, when the materials and/or components called for in this Proposal are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or similar charges imposed upon TK Elevator and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to delivery of the material to the jobsite or providing labor on the project.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$35,918.00
Initial progress payment:	(50%)	\$17,959.00
Total due upon completion:	(50%)	\$17,959.00

# Repair Work Order



## Terms and Conditions

TK 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 TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK 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, TK 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 TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK 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 TK 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 TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK 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 TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK 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 TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK 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 TK 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 TK 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 TK 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.

TK 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. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Purchaser consents and authorizes TK Elevator (1) to access Purchaser's premises to install and connect a Device to the Units and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the "MAX Data"). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator and because the Device is being installed for the sole use and benefit of TK Elevator's personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK 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 TK 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 TK 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 TK 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 TK 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 TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights

# Repair Work Order



and any extension, indulgence or change by TK 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 TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK 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 TK Elevator and Purchaser with respect to the work described herein.

# Repair Work Order



## Acceptance

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 TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK 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 branch 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.

City of Clearwater (Purchaser):	TK Elevator Corporation Management Approval
By: <hr/> (Signature of Authorized Individual) Travis Jones	By: <hr/> (Signature of Branch Representative)  Mike Martelli Branch Manager
<hr/> (Print or Type Name)	
<hr/> (Print or Type Title)	
<hr/> (Date of Acceptance)	<hr/> (Date of Execution)

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_



# REPAIR DOWN PAYMENT REQUEST

Attn: Travis Jones  
City of Clearwater  
PO Box 4748  
Clearwater FL, 33758-4748

Date	Terms	Reference ID	Customer Reference # / PO
June 17, 2025	Immediate	ACIA-2AFKT2L	
Total Contract Price:			\$35,918.00
Down Payment:			(50% ) \$17,959.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1. To make a payment by phone, please call 678-497-0603 with the reference information provided below.

Current and former service customers can now pay online at:  
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: City of Clearwater  
Location Name: City Of Clearwater Dot  
Customer Number: 114784  
Quote Number: 2025-2-1930802

Reference ID: ACIA-2AFKT2L

Remittance Amount: \$17,959.00

Remit To:  
TK Elevator  
PO Box 3796  
Carol Stream, IL  
60132-3796

For overnight checks,  
please send to:

Deluxe  
TK Elevator 3796  
5450 N. Cumberland Ave.  
Chicago, IL 60656



# Repair Completion Notice

to be signed at job completion

Date: \_\_\_\_\_  
Repair Job #: \_\_\_\_\_

Building Name: City Of Clearwater Dot  
Street Address: 3204 Gulf To Bay Blvd  
City State, Zip: Clearwater, FL 33759-4510

Dear Travis Jones,

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

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

## Customer Representative

Customer Name: Travis Jones  
\_\_\_\_\_  
Print or Type Name

Customer Signature: \_\_\_\_\_  
Signature of Authorized Individual

Title: \_\_\_\_\_  
\_\_\_\_\_  
Print or Type Title

Date: \_\_\_\_\_  
Date of acceptance

Customer Email: travis.jones@myclearwater.com  
\_\_\_\_\_  
Customer Email

## TK Elevator Representative

Name: Brooklyn Utter  
\_\_\_\_\_  
Print or Type Name

Signature: \_\_\_\_\_  
Signature of Authorized Individual

Title: Account Manager  
\_\_\_\_\_  
Print or Type Title

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

## Follow Up Request

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

- |   |   |
|---|---|
| <input type="checkbox"/> Sales Department | <input type="checkbox"/> Service Department |
| <input type="checkbox"/> Branch Manager   | <input type="checkbox"/> Repair Department  |
- Phone Number

Comments:

# Repair Work Order



## CITY OF CLRWR FIRE 46

June 18, 2025

Purchaser: City of Clearwater  
Address: PO Box 4748  
Clearwater, FL 33758-4748

Location: CITY OF CLRWR FIRE 46  
Address: 534 Mandalay Ave  
Clearwater, FL 33767-1740

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Ninety Three Thousand Nine Hundred Thirty Seven Dollars and Fifty Seven Cents (\$93,937.57)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

## Summary:

Elevator	TKE ID	Description	Repair category
	US1439329	Wheelchair Lift Replacement	Aesthetic

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1.

We appreciate your consideration.

Regards,

Brooklyn Utter  
TK Elevator Corporation  
4710 Eisenhower Blvd, Ste B5  
Tampa FL 33634  
brooklyn.utter@tkelevator.com | +1

### Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

# Repair Work Order



## Scope of Work

### HURRICANE HELENE - REPAIR ORDER - WHEELCHAIR LIFT (Only)

TK Elevator will provide labor and material to replace the existing wheelchair lift that damaged due to Hurricane Helene/Milton around 9/26, 2024. Salt-water entered the equipment and intruded the components, compromising their integrity. To prevent intermittent issues and future shutdowns, TK Operations suggest replacing these items to ensure safe and proper operation.

### PERMIT AND INSPECTION IS INCLUDED IN THIS WORK ORDER

TK Elevator will safely remove the existing lift, and replace it with a new, direct replacement.

## Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

All value added taxes, tariffs, duties, and similar charges imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts set forth in (1), (2) and/or (3). In addition to the Agreement price, when the materials and/or components called for in this Proposal are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or similar charges imposed upon TK Elevator and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to delivery of the material to the jobsite or providing labor on the project.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$93,937.57
Initial progress payment:	(50%)	\$46,968.79
Total due upon completion:	(50%)	\$46,968.79

# Repair Work Order



## Terms and Conditions

TK 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 TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK 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, TK 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 TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK 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 TK 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 TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK 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 TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK 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 TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK 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 TK 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 TK 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 TK 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.

TK 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. TK 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 TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK 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 TK 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 TK 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 TK 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 TK 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 TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK 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 TK 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 TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK 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 TK Elevator and Purchaser with respect to the work described herein.

# Repair Work Order



## Acceptance

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 TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK 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 branch 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.

(Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
(Print or Type Name)		Kelly Schafer Sales Manager	
(Print or Type Title)			
(Date of Acceptance)		(Date of Execution)	

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_



## REPAIR DOWN PAYMENT REQUEST

Date	Terms	Reference ID	Customer Reference # / PO
June 18, 2025	Immediate	ACIA-29VHKAF	
Total Contract Price:			\$93,937.57
Down Payment:			(50% ) \$46,968.79

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1. To make a payment by phone, please call 678-497-0603 with the reference information provided below.

Current and former service customers can now pay online at:  
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

**Please detach the below section and provide along with payment.**

Customer Name: City of Clearwater  
Location Name: CITY OF CLRWR FIRE 46  
Customer Number: 114784  
Quote Number: 2024-2-1815322

Reference ID: ACIA-29VHKAF

Remittance Amount: \$46,968.79

Remit To:  
TK Elevator  
PO Box 3796  
Carol Stream, IL  
60132-3796

For overnight checks,  
please send to:

Deluxe  
TK Elevator 3796  
5450 N. Cumberland Ave.  
Chicago, IL 60656



# Repair Completion Notice

to be signed at job completion

Date: \_\_\_\_\_  
Repair Job #: \_\_\_\_\_

Building Name: CITY OF CLRWR FIRE 46  
Street Address: 534 Mandalay Ave  
City State, Zip: Clearwater, FL 33767-1740

Dear ,

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

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

## Customer Representative

Customer Name:

\_\_\_\_\_  
Print or Type Name

Customer  
Signature:

\_\_\_\_\_  
Signature of Authorized Individual

Title:

\_\_\_\_\_  
Print or Type Title

Date:

\_\_\_\_\_  
Date of acceptance

Customer Email:

\_\_\_\_\_  
Customer Email

## TK Elevator Representative

Name:

Brooklyn Utter

\_\_\_\_\_  
Print or Type Name

Signature:

\_\_\_\_\_  
Signature of Authorized Individual

Title:

Account Manager

\_\_\_\_\_  
Print or Type Title

Date:

\_\_\_\_\_

## Follow Up Request

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

☐ Sales Department

☐ Service Department

☐ Branch Manager

☐ Repair Department

Phone Number

Comments:

# Elevator Proposal



## City Of Clearwater Fire Station 44

June 16, 2025

Purchaser:	City of Clearwater	Location:	City Of Clearwater Fire Station 44
Address:	950 Gulf Blvd Clearwater, FL 33767-2700	Address:	950 Gulf Blvd Clearwater, FL 33767-2700

### PROPOSAL TO REPAIR DAMAGE FROM HURRICANE HELENE

- Water impacted equipment in the elevator equipment leading to the water intrusion in the traveling cable damaging the elevator controller and pumping unit.
- New controller needed and necessitates new fixtures, travelling cable and other components for new controller to function, With a new controller elevator needs to be brought up to current day code and items needed for that are also included.
- Salt water in elevator pits means rust remediation must occur for pit equipment and new buffers installed.
- **THIS PROPOSAL DOES NOT INCLUDE ANY ALLOWANCE FOR WORK BY OTHERS TO MEET CODE REQUIREMENTS.** The City is responsible to hire these services through their preferred vendors, and TK Elevator will assist with the coordination of the completion of the work.
  - The City shall be responsible for paying the vendor for the completion of this work – this way the City can ensure to get the best possible deal financially.
  - TKE will help with coordination.
    - One meeting will be held at each site upon award of the modernization project.
    - One meeting will be held about one (1) month before starting.
    - Progress meetings will be held every Wednesday or Thursday morning during engineering and installation to ensure continue communication and efficiency.

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$104,842.28** inclusive of all applicable sales and use taxes to work the elevator equipment described in the pages that follow at the above-referenced location.

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2025.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Adriana Cepeda  
Sr Sales Representative  
adriana.cepeda@tkelevator.com  
+1 813 4687483

# Elevator Proposal



## SCOPE OF WORK

Grouping Name: 1

Equipment Type: Rope Hydro

Speed: 100 fpm

2 Stops (1 Front /2 Rear)

Capacity: 1000 lbs.

## Units Included

Building Address	Nickname	TKE Serial #
950 Gulf Blvd	1	US221894

## Description of Work

### Controller - NEW

- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- eMax Monitoring Device Provisions
- Solid State Starters (6 or 12 leads) 230 VAC
- Battery Lowering in Controller
- Tenant Security Option
- Two-way Communication Machine Room Equipment (Primary Box)

### Power Unit – NEW

- NEW Oil
- NEW Power Unit (Submersible) with new valve, motor, etc.

### Jack – retain jack and piston assembly

- NEW Pipe Stands
- NEW Packing

### Car

- NEW Car Guides
- NEW Toe Guard – front and rear opening
- NEW Car Top Equipment
- NEW Crosshead data tag (for existing car slings)
- NEW Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup – 2019 CODE REQUIREMENT  
*Note: 2019 code requires that 2-way video communication be monitored. TKE can provide this monitoring as an additional cost to our existing maintenance agreement*
- NEW Cab Wiring Material (200MK1)
- NEW Car Exhaust Fan

### Hoistway

# Elevator Proposal



- NEW Base Wiring Package for 2019 Code
- NEW TAC 32 Field Friendly Wiring Package:
  - Includes single traveling cable
  - hoistway wiring
  - interlock wiring
  - interlock connectors
  - serial wiring
  - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- NEW Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)

## **Pit**

- NEW Buffers
- NEW Pit Ladder
- NEW Pit Stop Switch

## **Cab – reuse existing cab shell and interiors**

### **Door Equipment**

- NEW Clutch
- NEW GAL MOVFRII Door Operator
- NEW Closers to replace existing at all openings
- NEW Interlocks to replace existing at all openings
- NEW Pick Up Rollers to replace existing at all openings
- NEW Micro Light 3D 2019 Door Edge (Front)
- NEW Micro Light 3D 2019 Door Edge (Rear)
- NEW 3D Cabsafe Components Package
- The remaining hoistway and car side door equipment will be retained as is (including tracks, headers, car door, hoistway doors, hanger rollers)

### **Car Fixtures – NEW**

- Main Car Station Includes Options Below
- - Applied Panel
  - Stainless steel #4 finish
  - Braille Plates to meet code requirements
  - Standard Key Switch Package for code requirements
  - Locked Service Cabinet
  - Emergency Light in COP
  - Vandal Resistant Stainless Steel #4 Floor Buttons with LED halo (blue)
  - Emergency Light mounted in COP
  - 2004 and later Fire Service Phase II Features (includes instructions signage)
  - Handicap Signal (Passing signal)
  - Two-way Communication Position Indicator
  - ADA Phone System integral with COP (Rath)
  - Voice Annunciator (Standard features)
- #4 Stainless Steel Finish (441)
- Car Riding Lantern (Standard) #4 S/S (441)

### **Hall Fixtures – NEW**

- Hall Stations on all floors.
  - Surface mount in stainless steel #4
  - Appendix O (Polycarbonate insert flame)

# Elevator Proposal



- Main Egress hall station will include fire service Phase I Key Switch and Engraved Instructions. 2009 & 2010 communications failure indicator
- Hoistway Access Switch (Standalone)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)

**Miscellaneous**

- INCLUDED – Elevators Permits & Inspection
- INCLUDED – Adjusting and Pre-testing
- INCLUDED – Standard Cleaning and Painting
- NOTE - Building will need to coordinate with FIRE ALARM COMPANY for fire alarm work.

**BUILDING RELATED WORK – NOT INCLUDED**

- ELECTRICAL AND HVAC - NOT INCLUDED
- FIRE ALARM – NOT INCLUDED

- **THIS PROPOSAL DOES NOT INCLUDE ANY ALLOWANCE FOR WORK BY OTHERS TO MEET CODE REQUIREMENTS.** The City is responsible to hire these services through their preferred vendors, and TK Elevator will assist with the coordination of the completion of the work.
  - The City shall be responsible for paying the vendor for the completion of this work – this way the City can ensure to get the best possible deal financially.
  - TKE will help with coordination.
    - One meeting will be held at each site upon award of the modernization project.
    - One meeting will be held about one (1) month before starting.
    - Progress meetings will be held every Wednesday or Thursday morning during engineering and installation to ensure continue communication and efficiency.

**1. Key Tasks and Approximate Lead Times**

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

**Approximate Durations/Lead Times**

Time frame starts when a fully executed agreement and deposit are received. Initial payment must be received within 45 days of execution of the contract to hold pricing due to rapidly changing material pricing currently being seen.

Contract execution  
(can run concurrently with layout drawing package preparation and approval)

Varies

# Elevator Proposal



Engineering, preproduction and fabrication

4 – 6 months  
approx.

Modernization of elevator system (Per Unit):  
(Upon completion of all required preparatory work by others)

4-5 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

## 2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$104,842.28
Initial progress payment:	(50%)	\$52,421.14
Material furnished:	(25%)	\$26,210.57
Total of remaining progress payments:	(25%)	\$26,210.57

# Elevator Proposal



Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$285.00
Mechanic (OT) per hour	\$521.00
Team (Standard) per hour	\$513.00
Team (OT) per hour	\$938.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

### 3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects.

TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

### 4. Preventative Maintenance Program

*The existing maintenance agreement shall remain in full force and effect.*

**This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein.** TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

### 5. Work Not Included

**\*\*\* TKE has included an allowance of \$20,000 for the building related work items to meet code requirements.**

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful

# Elevator Proposal



completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

## **A. Hoistways and Equipment Rooms**

1. Purchaser shall provide the following:
  - a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
  - b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
  - c. Adequate bracing of entrance frames to prevent distortion during wall construction.
  - d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
  - e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
  - f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
  - g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

## **B. Electrical and Life Safety:**

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller; This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "Multimedia Equipment") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.
2. Purchaser shall provide the following:
  - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
  - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
  - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;

# Elevator Proposal



- g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
- j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
- k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
- l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

## C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
  - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
  - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
  - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
  - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
  - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
  - f. engineering, provision and installation of methane barriers or coordination/access;
  - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
  - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
  - i. any spoils or water testing;

## 6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser

# Elevator Proposal



- (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
  - c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
  - d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
  - e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
  - f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
  - g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
  - h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
  - i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
  - j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator 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.
  - k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
  - l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

## 7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication

# Elevator Proposal



- devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.
  - c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
  - d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
  - e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
  - f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
  - g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

## 8. MAX – remote monitoring

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

## 9. Additional Terms and Conditions

# Elevator Proposal



- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

# Elevator Proposal



- m. TK Elevator shall not be liable for 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.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") 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 Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
- s. Purchaser further expressly agrees to name TK Elevator Corporation and TK 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 TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
- t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.
- u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.
- v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.
- In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.
- If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

# Elevator Proposal



"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

# Elevator Proposal



## Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of **One Hundred Four Thousand Forty Two Dollars and Twenty Eight Cents (\$104,842.28)** inclusive of all applicable sales and use taxes.

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 Proposal 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 Proposal 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 Proposal without the prior written approval of an authorized TK Elevator manager.

City of Clearwater Fire Station 44 (Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____		Kelly Schafer	
(Print or Type Name)		Sales Manager	
_____			
(Print or Type Title)			
_____		_____	
(Date of Acceptance)		(Date of Execution)	
_____			

# Elevator Proposal



## City Of Clearwater Beach Police

November 07, 2024

Revised – 6.17.2025

Purchaser: City Of Clearwater Beach

Location: City Of Clearwater Beach  
Police

Address: 700 Bayway Blvd  
Clearwater, FL 33767-2609

Address: 700 Bayway Blvd  
Clearwater, FL 33767-2609

**IMPORTANT NOTE – The City of Clearwater awarded the modernization of this unit back on March 4<sup>th</sup>, 2025. The cancellation of that contract would incurred charges for engineering and restocking fees that will be owed to TK Elevator. A discount is offered and upon award of the project, this would process as a DEDUCT change order thanks to the Union/Corporate financial assistance allow based on the other involved vendors.**

### PROPOSAL TO REPAIR DAMAGE FROM HURRICANE HELENE

- Water impacted equipment in the elevator machine room with controller and pumping unit both receiving water damage
- New controller needed and necessitates new fixtures, travelling cable and other components for new controller to function, With a new controller elevator needs to be brought up to current day code and items needed for that are also included.
- Salt water in elevator pits means rust remediation must occur for pit equipment and new buffers and oil line installed.
- Proposal includes electrical items needed in elevator machine room and pit for code compliance. See scope of work for full details
- Fire alarm work will be needed as is not included – building should contact fire alarm vendor.

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$159,827.80** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2025.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

# Elevator Proposal



Sincerely,

Adriana Cepeda  
Sr Sales Representative  
adriana.cepeda@tkelevator.com  
+1 813 8987480

# Elevator Proposal



## SCOPE OF WORK

Grouping Name: 1

Equipment Type: Hydraulic

Speed: 125 fpm

2 Stops (2 Front /0 Rear)

Capacity: 2100 lbs.

### Units Included

Building Address	Nickname	State Serial #
City Clearwater Beach POLICE – 700 Bayway Blvd, Clearwater	1	62658

### Description of Work

#### Controller (NEW)

- Tenant Security Provisions 3-1 (Card Reader with override switch)
- Two-way Communication Machine Room Equipment (Primary Box)
- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- Solid State Starters (6 or 12 leads) 208 VAC
- Emergency power provisions
- eMax Monitoring Device Provisions

#### Power Unit (NEW)

- **NEW** Oil Line Piping
- **NEW** Biodegradable oil (Citgo NZ) -complete oil replacement required
- **NEW** EP-80 Power Unit (Submersible) with new valve, motor etc
- **NEW** 2" Shutoff Valve Kit (Pump)

A \$2000 Allowance has been including to provide a concrete block or metal framing to raise new pumping unit up off the floor 1' -2' to help avoid future damage. If space allows the elevator controller will be mounted on the wall

#### Jack

- **NEW JACK AND PISTON WILL BE INSTALLED** (330A iverted piston design)  
**NEW** Pipe Stands  
**NEW** packing

# Elevator Proposal



## Car

- **NEW** Car Guides
- **NEW** Crosshead data tag (for existing car slings)
- **NEW** Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup – **2019 code requirement.**

*Note: 2019 code requires that 2-way video communication be monitored. TKE can provide this monitoring as an additional cost to our existing maintenance agreement*

- **NEW** Cab Wiring Material (200MK1)

## Hoistway

- **NEW** Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- **NEW** Stainless Steel Tape add for Tape Selector
- **NEW** TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

## Pit

- **NEW** Buffers
- **NEW** 2" Shutoff Valve Kit (Pit)
- **NEW** Pit Stop Switch
- **NEW** Pit Ladder 12" Wide

**Cab** – reuse existing cab shell and interiors

## Door Equipment

- **NEW** Micro Light 3D 2019 (Front)
- **NEW** LD-16 Plus Drive Only (FRONT)
  - includes Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)
- **NEW** 3D Cabsafe Components Package (Front)

All existing hoistway door equipment will be retained as is.

## Car Fixtures (NEW)

- Main Car Station Includes Options Below
  - Applied Panel
  - Stainless steel #4 finish
  - Braille Plates to meet code requirements
  - Standard Key Switch Package for code requirements
  - Locked Service Cabinet
  - Emergency Light in COP
  - Vandal Resistant Stainless Steel #4 Floor Buttons with LED halo (blue)
  - Emergency Light mounted in COP
  - 2004 and later Fire Service Phase II Features (includes instructions signage)
  - Handicap Signal (Passing signal)
  - Two-way Communication Position Indicator
  - ADA Phone System integral with COP (Rath)
  - Voice Annunciator (Standard features)
- Car Riding Lantern (Standard) #4 S/S (441)
- #4 Stainless Steel Finish (441)

# Elevator Proposal



## Hall Fixtures (NEW)

- Hall Stations on all floors.
  - Surface mount in stainless steel #4
  - Appendix O (Polycarbonate insert flame)
  - Main Egress hall station will include fire service Phase I Key Switch and Engraved Instructions. 2009 & 2010 communications failure indicator
- Hoistway Access Switch (in Hall Station)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)

## Miscellaneous

- INCLUDED – Elevators Permits & Inspection
- INCLUDED – Adjusting and Pre-testing
- INCLUDED – Standard Cleaning and Painting
- NOTE - Building will need to coordinate with FIRE ALARM COMPANY for fire alarm work.

The following items will be completed by third party labor or suppliers through the coordination of TK: In addition to the Description of Work to modernize your elevator(s) as described above, TK Elevator will coordinate or perform the following activities included in our proposal:

## **RELATED BUILDING WORK (included in proposal)**

### **ELEVATOR MACHINE ROOMS, HOISTWAYS AND PIT AREAS**

1. Furnish and install fire rated patches and fire stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code.
2. Note: Dewatering and cleaning of the pit is not included.

### **POWER AND LIGHTING FOR ELEVATOR**

1. Demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space.
2. Furnish and install one (1) new heavy duty, fused 240V main line disconnect lockable in the OFF position only with electrical interlock switch with auxiliary contacts for battery lowering device and RK fuses with rejection clips. ***Disconnect size and reuse of existing feed is based on full load amps of the existing machines. NCI has no work included to replace the main line power feeds to the machine room.***
  - a. ***Note: Existing main line disconnect is rated for 100A and fused at 90A.***
  - b. ***Note: Existing main line feed is size 3 AWG, good for 100A. Assumption is the existing installation is per code.***
  - c. Note: Existing main feed circuit breaker size is 90A.
  - d. ***Note: Maximum machine size is 20 HP.***
  - e. Note: Auxiliary contacts requirement to be confirmed by elevator contractor.
3. Furnish and install one (1) new TPS TransTrack 2 065 Series surge protector on the line side of the main line disconnect.
4. Furnish and install one (1) new heavy duty, fused disconnect for cab lighting and fan exhaust, lockable in the OFF position only.
5. Furnish and install all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controller. ***Final connection by the elevator contractor.***
6. Furnish and install guarded LED light fixtures as needed to reach 19ftc in the elevator machine room.

# Elevator Proposal



7. Furnish and install one (1) new GFCI duplex receptacle in the machine room.
8. Furnish and install a new conduit and CAT6 cable in the machine room for elevator 2-way video communication service from the existing junction box. **Internet service to machine room by owner. Final connection to elevator controller by elevator contractor.**
9. Furnish and install vaporproof LED light fixtures with switch in the elevator pit to achieve 10ftc.
10. Furnish and install one (1) GFCI duplex receptacle in the elevator pit. Isolate pit GFCI from lighting per code.
11. Furnish and install one (1) new set of emergency power signal wires from the automatic transfer switch to the elevator machine room. **Final connection to elevator equipment by elevator contractor.**
12. Support emergency power testing for elevator inspection.
13. Provide labels on all disconnects showing source of power.

## HVAC – RETAIN EXISTING

### ***FIRE ALARM – Required, but Not Included. Building/Owner to work directly with own fire alarm vendor for this work.***

- *The existing panel will not support code compliant fire service. A building fire alarm panel upgrade will be required.*
- *The following will be required: One (1) new smoke detector in the elevator machine room.*
- *One (1) new weatherproof heat detector with minimon on 1st floor elevator landing.*
- *One (1) new smoke detector on each elevator landing.*
- *Three (3) new relay modules in the elevator machine room for primary recall, alternate recall and fire hat.*
- *Signals wire from the relay modules to the elevator controller.*
- *Support pre-test and final elevator inspection.*

# Elevator Proposal



## 1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

## Approximate Durations/Lead Times

Time frame starts when a fully executed agreement and deposit are received.  
Initial payment must be received within 30 days of execution of contract to hold pricing due to rapidly changing material pricing currently being seen.

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Engineering, preproduction and fabrication	4 months approx.
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	4-5 Weeks per elevator

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

## 2. Payment Terms

40% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

30% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

30% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

# Elevator Proposal



The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

<b>Proposal price:</b>		<b>\$159,827.80</b>
Initial progress payment:	(40%)	\$79,913.90
Material furnished:	(30%)	\$39,956.95
Total of remaining progress payments:	(30%)	\$39,956.95

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$285.00
Mechanic (OT) per hour	\$521.00
Team (Standard) per hour	\$513.00
Team (OT) per hour	\$938.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

### 3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other

# Elevator Proposal



warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

## 4. Preventative Maintenance Program

***The existing maintenance agreement shall remain in full force and effect.***

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

## 5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

### A. Hoistways and Equipment Rooms

#### 1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.

# Elevator Proposal



- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

## **B. Electrical and Life Safety:**

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller; This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "Multimedia Equipment") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.
2. Purchaser shall provide the following:
  - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
  - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
  - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
  - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
  - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
  - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
  - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design

# Elevator Proposal



requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.

k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;

l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

## **C. Miscellaneous:**

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
  - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
  - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
  - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
  - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
  - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
  - f. engineering, provision and installation of methane barriers or coordination/access;
  - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
  - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
  - i. any spoils or water testing;

## **6. Working Hours, Logistics and Mobilization**

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with

# Elevator Proposal



uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.

b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.

c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).

d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).

e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.

i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator 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.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

## 7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK

# Elevator Proposal



Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

## 8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

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- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

## 9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

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- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for 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.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including

# Elevator Proposal



damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK 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 TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of **One Hundred Fifty Nine Thousand Eight Hundred Twenty Seven Dollars and Eighty Cents (\$159,827.80)** inclusive of all applicable sales and use taxes.

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 Proposal 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 Proposal 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 Proposal without the prior written approval of an authorized TK Elevator manager.

(Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____		Kelly Schafer	
(Print or Type Name)		Sales Manager	
_____			
(Print or Type Title)			
_____			
(Date of Acceptance)		(Date of Execution)	
_____			



October 1, 2024

Mr. Scott Silitsky  
TK Elevator Corporation  
2801 SW 15th Street  
Pompano Beach, FL 33069

RE: TK Elevator USA Holding, Inc./TK Elevator Corporation  
Risk ID No. 910500503  
Experience Modification Rate (EMR) Verification

Dear Scott:

This will serve to confirm the current experience modification rate (EMR) for TK Elevator Corporation:

<b><u>Effective Date</u></b>	<b><u>EMR</u></b>
10/1/2024 (as of 7/29/24)	.71

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

Regards,

A handwritten signature in black ink that reads "Helen Chen".

Helen Chen  
Senior Director, Senior Client Advocate  
Willis Towers Watson Midwest, Inc.

Helen Chen  
Senior Director, Senior Client Advocate  
Willis Towers Watson Midwest, Inc.

233 South Wacker Drive  
Suite 1800  
Chicago, IL 60606

T +1 312 288 7700  
D +1 312 288 7431

F +1 312 234 0640  
E [helen.chen@wtwco.com](mailto:helen.chen@wtwco.com)  
W [wtwco.com](http://wtwco.com)

Willis Towers Watson US LLC

# GROUP POLICY

## GLOBAL OCCUPATIONAL SAFETY & HEALTH POLICY

Scope:	TK Elevator Group
Document owner:	Global Occupational Safety and Health
Responsible:	Darren Anstee
Agreed with:	Uday Yadav
Date of adoption of last update:	May 15 <sup>th</sup> , 2024
ID number:	PO-TKE-OSH-0003-V01
Version:	1
Valid from:	May 15 <sup>th</sup> , 2024
Valid until:	Indefinitely
Mandatory Review	Every 2 years
Contact:	Darren Anstee
Contact details:	darren.anstee@tkelevator.com

1. Objective..... 3

2. Addresses and scope ..... 3

3. OSH Policy..... 3

4. Validity period..... 4

List of annexes

Annex	Description
Annex 1	Global OSH Policy – wall format

Change History

Version	Changed content	Valid from
01	Release	15.05.2024

## 1. Objective

TKE's approach to safety is underpinned by our aim to ensure that every employee, contractor, and subcontractor returns home safely each and every day. We are focused on reducing risks and minimizing the potential impact of any incident. Our approach to safety is intrinsically linked to understanding and applying Human Performance principles, and our emphasis is on the most serious consequences for our workforce if something goes wrong.

## 2. Addresses and scope

This Global OSH Policy applies to the entire TK Elevator Group.

## 3. OSH Policy

At TK Elevator, we focus on people.

We are dedicated to ensuring that everyone can perform their work safely and return home each and every day.

We commit to:

- providing safe and healthy working conditions so that physical and psychological stresses, accidents and work-related illnesses can be avoided.
- promoting a culture in which we all take care of each other.
- empowering our team members to work safely through our words and actions.
- actively engaging our global workforce to contribute to and participate in our Occupational Safety & Health (OSH) program.
- supporting our contractors and sub-contractors to perform their work safely.
- fostering a culture of open communication in the workplace where everyone feels empowered to speak up.
- providing consistent work standards and tools to identify and manage our OSH risks.
- complying with applicable OSH laws and regulations in the jurisdictions in which we conduct our operations.
- giving authority and support to any member of our team to stop unsafe work or behaviors.
- promoting a culture of continuous improvement regarding all elements of our management system.

## 4. Validity period

This version of the Global OSH Policy is valid indefinitely from May 15<sup>th</sup>, 2024, and replaces the previous version cited in the TKE OSH Manual ID OSHMS 20200806, published on August 2021.

To comply with the requirements of certifications and a related review of this guideline: "This policy is reviewed every two years. The next mandatory review will take place on May 15<sup>th</sup>, 2026.

## Annex 1 – Global OSH Policy – wall format



### Occupational Safety & Health Policy

At TK Elevator, we focus on people.

We are dedicated to ensuring that everyone can perform their work safely and return home each and every day.

**We commit to:**

- providing safe and healthy working conditions so that physical and psychological stresses, accidents and work-related illnesses can be avoided.
- promoting a culture in which we all take care of each other.
- empowering our team members to work safely through our words and actions.
- actively engaging our global workforce and workers' representatives to contribute to and participate in our Occupational Safety & Health (OSH) program.
- supporting our contractors and sub-contractors to perform their work safely.
- fostering a culture of open communication in the workplace where everyone feels empowered to speak up.
- providing consistent work standards and tools to identify and manage our OSH risks.
- complying with applicable OSH laws and regulations in the jurisdictions in which we conduct our operations.
- giving authority and support to any member of our team to stop unsafe work or behaviors.
- promoting a culture of continuous improvement regarding all elements of our management system.

A blue ink handwritten signature, appearing to read "Uday Yadav", is written over a horizontal line.

Uday Yadav | CEO TK Elevator



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BUREAU OF ELEVATOR SAFETY  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-1013**

**850-487-1395**

**TK ELEVATOR CORPORATION - TAMPA  
788 CIRCLE 75 PARKWAY SE  
SUITE 500  
ATTN TAX DEPARTMENT  
ATLANTA GA 30339**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION**

**ELCO32**

**ISSUED: 10/31/2024**

**ELEVATOR COMPANY  
TK ELEVATOR CORPORATION - TAMPA  
ELEVATOR COMPANY  
REQUIRED TO CARRY OR BE COVERED  
BY GENERAL LIABILITY INSURANCE**

IS REGISTERED under the provisions of Ch.399 FS.  
Expiration date : DEC 31, 2025 L2410310000008

**DETACH HERE**

**RON DESANTIS, GOVERNOR**

**MELANIE S. GRIFFIN, SECRETARY**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BUREAU OF ELEVATOR SAFETY**

<b>LICENSE NUMBER</b>	
<b>ELCO32</b>	

**The ELEVATOR COMPANY  
Named below IS REGISTERED  
Under the provisions of Chapter 399 FS.  
Expiration date: DEC 31, 2025  
REQUIRED TO CARRY OR BE COVERED  
BY GENERAL LIABILITY INSURANCE**

**TK ELEVATOR CORPORATION - TAMPA  
4710 EISENHOWER BLVD STE B5  
TAMPA FL 33634**

**NON-  
TRANSFERABLE**



**ISSUED: 10/31/2024**

**DISPLAY AS REQUIRED BY LAW**

**SEQ # L2410310000008**

RON DESANTIS, GOVERNOR  
MELANIE S. GRIFFIN, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BUREAU OF ELEVATOR SAFETY

LICENSE NUMBER

CC4233

The CERTIFIED ELEVATOR TECHNICIAN

Named below IS CERTIFIED

Under the provisions of Chapter 399 FS.

Expiration date: DEC 31, 2025

REQUIRED TO CARRY OR BE COVERED  
BY GENERAL LIABILITY INSURANCE

JONES, JOHN KEMPTON  
9307 BIANCA CT  
RIVERVIEW FL 33578

NON-  
TRANSFERABLE



ISSUED: 10/30/2024

DISPLAY AS REQUIRED BY LAW

SEQ # L2410300000015

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &  
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Florida  
**dbpr** Department of Business  
& Professional Regulation

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[Unlicensed Activity Search](#)  
[AB&T Delinquent Invoice & Activity List Search](#)

## LICENSEE DETAILS

12:20:50 PM 6/16/2025

### Licensee Information

Name:	JONES, JOHN KEMPTON (Primary Name)
Main Address:	9307 BIANCA CT RIVERVIEW Florida 33578
County:	HILLSBOROUGH
License Mailing:	9307 BIANCA CT RIVERVIEW FL 33578
County:	HILLSBOROUGH

### License Information

License Type:	Certificate of Competency
Rank:	Cert Competency
License Number:	CC4233
Status:	Current
Licensure Date:	05/31/2017
Expires:	12/31/2025

### Special Qualifications

### Qualification Effective

Certified Elevator Technician	09/17/2023
-------------------------------	------------

### Alternate Names

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CC1014

ISSUED: 10/28/2024

CERTIFICATE OF COMPETENCY  
COMSTOCK, RICHARD E  
CERTIFIED ELEVATOR TECHNICIAN  
REQUIRED TO CARRY OR BE COVERED  
BY GENERAL LIABILITY INSURANCE

IS CERTIFIED under the provisions of Ch.399 FS.

Expiration date : DEC 31, 2025

L2410280000006

DETACH HERE

MELANIE S. GRIFFIN, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF ELEVATOR SAFETY

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PROFESSIONAL REGULATION



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& Professional Regulation

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[AB&T Delinquent Invoice & Activity  
List Search](#)

## LICENSEE DETAILS

12:20:17 PM 6/16/2025

### Licensee Information

Name:	COMSTOCK, RICHARD E (Primary Name)
Main Address:	7114 SHENANDOAH CT TAMPA Florida 33615
County:	HILLSBOROUGH
License Mailing:	7114 SHENANDOAH CT TAMPA FL 33615
County:	HILLSBOROUGH

### License Information

License Type:	Certificate of Competency
Rank:	Cert Competency
License Number:	CC1014
Status:	Current
Licensure Date:	01/22/2002
Expires:	12/31/2025

Special Qualifications	Qualification Effective
---------------------------	-------------------------

Certified Elevator Technician	10/14/2003
----------------------------------	------------

### Alternate Names

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

## SCRUTINIZED COMPANIES FORMS

### SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

**IF YOUR BID/PROPOSAL IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND  
SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY  
DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

Brooklyn Utter

Authorized Signature

BROOKLYN UTTER

Printed Name

ACCOUNT MANAGER

Title

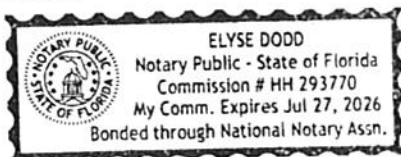
TK ELEVATOR CORP

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 16<sup>th</sup> day of June, 2025, by Brooklyn Utter (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



Elyse D Dodd

Notary Public

Elyse Dodd

Printed Name

My Commission Expires: 7/27/26  
NOTARY SEAL ABOVE

SCRUTINIZED COMPANIES FORMS

**SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM**  
**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL.**  
**FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL**  
**NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Brooklyn Utter

Authorized Signature

BROOKLYN UTTER

Printed Name

ACCOUNT MANAGER

Title

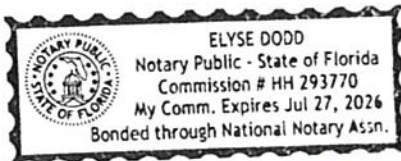
TELEVISION CORP

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 16th day of June, 20 25, by Brooklyn Utter (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



My Commission Expires: 7/27/26  
NOTARY SEAL ABOVE

Elyse Dodd

Notary Public

Elyse Dodd

Printed Name

Compliance with Anti-Human Trafficking Laws

Pursuant to Section 787.06 (13), Florida Statutes, this form must be completed by an officer or representative of a non-governmental entity when a contract is executed, renewed, or extended between the non-governmental entity and the City of Clearwater.

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this form on behalf of Entity.

Date: 6/9/2025, 20

Signed: 

Entity: TK ELEVATOR CORPORATION

Name: Brooklyn Utter

Title: Sales Represenatative

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>TK Elevator Corporation</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> <b>C Corporation</b> <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>5</b>  Exemption from FATCA reporting code (if any) <b>N/A</b>  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>3100 Interstate North Circle SE, Suite 500</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>Atlanta, GA 30339</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-			-			
<b>or</b>									
<b>Employer identification number</b>									
6	2	-	1	2	1	1	2	6	7

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**  
Signature of U.S. person ► *David W. Turnage*  
**David W. Turnage - Tax Officer**

**Date** ► 01/03/2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.