



TK Elevator Corporation New Installation Proposal

Submitted to:

August 24, 2022

The Gonzalez Office Building Renovations |

TK Elevator Corporation is dedicated to delivering Dodstone Architects the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal in the amount of \$93,500.00 sales tax included and bond not included to furnish and install one (1) TKE Passenger Elevator; based solely on the clarifications noted immediately below and the conditions set forth on the pages that follow.

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TKE in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including the possibility that TKE may be subjected to increased charges by its suppliers for any of the applicable materials and/or components due to the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities, or if the work described in this Proposal is not completed by December 31, 2023. Any work performed after this date will be subject to escalation.

Clarifications to Architectural Plans and Specifications:

1.

Value Engineering Opportunities and Alternates:

1.

A MAX Digital Service Trial Subscription has been included for the duration of the New Installation Maintenance (NIM) period. If you have any questions regarding this proposal please contact me at +850-528-7590. We appreciate your consideration.

Regards,

TK Elevator Corporation
Matt Ellinor
New Equipment Sales Manager
850 Blountstown Hwy
Tallahassee, FL 32304
T 850-528-7590, email: matt.ellinor@tkelevator.com

TK Elevator Description of Equipment

<p>Units¹ in Estimate: 1 Units in Group: 1 Product: endura A Application: Passenger Loading Class: A Seismic Equipment: Non-Seismic Capacity: 2500 lbs. Speed: 125 FPM Travel: 18 ft 8 in Future Travel: 0 ft 0 in Landings: 3 (3 front, 01 rear) Power Supply: 208 Volts / 3-PH / 60 Hz</p>	<p>Door Type: Single-speed Side-Opening Opening Size: 3 ft 6 in X 7 ft 0 in Clear Ceiling Height: 7 ft 2.75 in Clear Inside Cab Width: 6 ft 8 in Clear Inside Cab Depth: 4 ft 3.5 in Hoistway Width: 8 ft 4 in Hoistway Depth: 5 ft 9 in Pit Depth: 5 ft 0 in Clear Overhead²: 14 ft 2 in Machine Room Location: Not Applicable Controller: TAC32 Emergency Power³: Battery Lowering (Hydro) Jack Type: Twinpost Holeless - 2 Stage</p>	
<p>Cab</p> <p>Cab Type: TKLP - Laminate Walls Panel Type: N/A Panel or Wall Finish: Plastic Laminate Cab Base: N/A Frieze, Reveal: N/A Front Return, Transom: Brushed Stainless Steel Cab Doors: Brushed Stainless Steel Cab Sill: Aluminum Cab Finished Floor: By Others (not to exceed 3/8") Canopy: 14 ga. cold rolled steel Ceiling: Suspended Diffuser Ceiling Finish: Powder Coated Lighting: LED Handrail Type: 1.5" Cylindrical Handrail Finish: Brushed Stainless Steel Handrail Location: Rear Wall Only Handrail Row Quantity: One (1) Protective Pads: None Included Pad Attachment: Buttons</p>	<p>Car Fixtures</p> <p>Type: Traditional Finish: Brushed Stainless Fixtures Included: Swing Return, Car Position Indicator, Car-Riding Lantern</p> <p>Hall Fixtures</p> <p>Type: Traditional Finish: Brushed Stainless Fixtures Included: Hall Stations, No Hall Lanterns, No Position Indicators Lobby Panel: Not Included</p> <p>Limited Access Provisions</p> <p>Type: N/A N/A</p>	<p>Entrance Doors</p> <p>3 Brushed Stainless Steel</p> <p>Entrance Frames</p> <p>3 Brushed Stainless Steel</p> <p>Entrance Sills</p> <p>3 Aluminum</p>
<p>Additional Features: Two Speed Fan, Automatic Fan/Light Shutdown, Fire Service Provisions, Hoistway Access at Top & Bottom Landings, Emergency ADA Phone, Non-Proprietary Controller, Solid State Starting, Biodegradable Fluid, Pit Ladder</p>		

1 - Each individual elevator, escalator, etc. included in this Proposal will hereinafter be referred to as a "unit"

2 - The overhead is measured from the finished top floor, to the underside of the safety beam

3 - Standby lowering and/or standby operation requires a properly sized backup power source furnished and installed by Purchaser

4 - Entrance jamb mounted controller carries an entrance fire rating of one.five (1.5) hour and equivalent hoistway rating of two (2) hour

This Proposal is based on the applicability of all of the following conditions that shall be incorporated into a separate installation agreement between the parties as a condition for performing the work described above:

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed by Purchaser prior to Equipment Fabrication:

1. Execution of this Proposal
2. Payment for pre-production and engineering

3. Approval of layout (if applicable)
4. Execution of TKE's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Preparation of layout drawing package (upon receipt of separate installation agreement and plans)	1 Weeks
Approval of layout drawing package, by Purchaser (additional time required for cab, signal, entrance preparation and approval, if applicable. One revision is included in this Proposal price; additional charges and additional time will apply for additional revisions)	Varies
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	20-24 Weeks per Elevator
Installation of Elevator System (Upon completion of all required preparatory work by other trades. This time includes elevator installation only and does not reflect adjusting or inspection times.)	3 Weeks per Elevator

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

Payment Terms

- Fifty percent (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 TKE'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, drilling mobilization (if required) and raw material procurement. Material will be ordered once 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 TKE 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 TKE fails to receive payment within thirty (30) days of the date of a corresponding invoice, TKE reserves the right to demobilize until such a time that the payments have been brought up to date, and TKE has the available manpower.
- The payment terms breakdown above shall be considered to be 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.
- Purchaser agrees that TKE 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 TKE has been paid 100% both of the price reflected in this Proposal and for any other work performed by TKE 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.
- Default by Purchaser in payment terms may result in interest on sums due and unpaid at 1.5% per month or at the highest legal rate (whichever is less) and suspension of work until all outstanding balances are paid.

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



Proposal price: \$ 93,500

Initial progress payment:	(50%)
Material furnished:	(25%)
Total of remaining progress payments:	(25%)

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:

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

Mechanic (Standard) per hour	\$190
<hr/>	
Mechanic (OT) per hour	\$380
<hr/>	
Team (Standard) per hour	\$320
<hr/>	
Team (OT) per hour	\$640
<hr/>	

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

3. Warranty

TKE 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 TKE's "Final Acceptance Form" on the express conditions that all payments made under the separate installation agreement and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TKE. In the event that TKE'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. TKE 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 TKE will provide free service for periodic examination, lubrication, or adjustment, nor will TKE 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 TKE prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of the separate installation agreement and any mutually agreed to written change orders have been made in full, TKE shall, at its own expense, correct any proven defect by repair or replacement. TKE will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TKE 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. New Installation Maintenance (NIM)

- A.** Following the execution of TKE's "Final Acceptance" form(s), TKE will provide the following services during normal working hours for the units described below:
1. as circumstances warrant, the examination and adjustment and lubrication of the equipment installed by TKE during normal business working days and hours by the applicable TKE branch office and/or
 2. the dispatch of a TKE technician with to the location of the equipment in response to a call from the owner of the building where the unit has been installed or its designated representative, emergency personnel, passengers through the elevator's communication device and/or from remote monitoring through the equipment's communication line (if applicable) in order to free any entrapped passengers („callback services") and/or
 3. to make covered repairs to the equipment installed by TKE. Covered repairs to the equipment include a visual investigation to determine the source of shutdown along with any resulting necessary adjustments and parts replacement so long as they are not due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond TKE's control that affects the use or operation of the equipment ("excluded work").
- B.** The services described in (4)(A)(2) and (4)(A)(3) will be performed only during normal business working days and hours.
- C.** Purchaser agrees to separately pay for all excluded work as defined in (4)(A)(3) above.
- D.** If overtime has not been expressly included in (4)(B) above, Purchaser also agrees to separately pay for any callback services described in (4)(A)(2) and for any covered repairs described in (4)(A)(3) that are performed outside normal business working days and hours.
- E.** Following the execution of TKE's "Final Acceptance Form", TKE will also provide Multi-Media Monitoring Services ("MMM") for the units described below and in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. MMM includes seven (7) days per week, 24 hours per day dispatching service provided by TKE Communications call center for calls placed by Purchaser, or if the units have been turned over for beneficial use or ownership to an end user then to that end user (the "Owner"), to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all units covered by this Proposal that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner's (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the "Designated Contacts") to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to "9-1-1" as the centralized TKE Communications call center does not have dialing access to local "9-1-1" numbers.

Unit Designations	# of Months after Final Acceptance
1	12

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 ensure its own timely and separate completion of those items and to coordinate its own Purchaser's completion of those items with TK Elevator. The following is a list of both additional details applicable to this Proposal and those items that are not included in this Proposal:

A. General

1. In no event shall TKE be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
2. 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, TKE reserves the right to modify this Proposal or rescind it altogether.
3. TKE is an equal opportunity employer.
4. TKE's performance of the work described in this Proposal and any separate installation agreement is contingent upon Purchaser furnishing TKE 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 TKE 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 TKE after the date of the Proposal or as a result of any law enacted after the date of the Proposal.

5. All taxes, tariffs, duties, permit and/or license fees imposed upon TKE as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TKE for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TKE after the date of acceptance of this Proposal by any governmental authority or by any of TKE's suppliers of the materials and/or components required in connection with this Proposal.
6. Purchaser agrees to provide TKE's personnel with a safe place in which to work and TKE reserves the right to discontinue work at the jobsite whenever, in TKE's sole opinion, this provision is being violated.
7. 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 TKE's standard practices and policies will require additional costs.
8. 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 TKE 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.
9. All pricing options noted herein are based on acceptance at the time of project award.

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 legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TKE shop drawings. Purchaser must maintain machine/control room 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. OSHA compliant removable barricades prior to TKE's installation (TKE will replace if removed by TKE). Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Prior to beginning installation, entrance protection and netting must be installed in accordance with OSHA 1926.502J to prevent any objects from falling down the shaft; please note that installation and netting are by others at no cost to TKE. Purchaser agrees to indemnify, defend and hold TKE harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards.
 - f. A work platform in the hoistway at the top landing will be provided by Purchaser when required. The platform shall be constructed to the specification provided to the Purchaser by TKE.
 - g. A full rough opening to accept controller, typically at top landing or floor below top landing, an 8 1/2" minimum finished wall thickness at controller location and all interconnects (building power, fire alarm signals, phone line) to the top of the controller frame.
 - h. An OSHA compliant steel safety beam with a minimum capacity verified by structural engineer 2" below the overhead roof deck as shown on the TKE shop drawings prior to elevator installation.
 - i. A hoistway that is square and plumb within 1" from top to bottom of the total hoistway height. If the hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation.
 - j. Adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay.
 - k. 75 degree bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.
 - l. Rough openings for the entrances that shall be no less than what is delineated on the elevator shop drawings;
 - m. Installation of inserts per TKE's layout drawing package. The inserts themselves will be provided by TKE.
 - n. Any tube steel and/or rail backing, including embeds and weld plates, that may be required by TKE for rail bracket attachment or guide rail support which Purchaser shall ensure is installed by others flush with the hoistway from pit floor to the top of the overhead to carry the loads of all equipment. Purchaser shall ensure that guide rails for traction elevators must attach to steel, CMU or concrete, not wood.
 - o. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding the TKE sill support as detailed on the TKE layouts along with all structural steel doorframes with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items.
2. Purchaser must specify wall thickness for elevator entrance frames on the layout approvals. The standard range wall thickness for elevator entrance frames is 3.25" to 12.5". TKE can accommodate entrance thickness of up to 22" at an additional cost.
3. TKE is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

B. Electrical and Life Safety

1. 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 dedicated, analog telephone line monitored 24 hours, 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. A dedicated, analog telephone or data line to each unit or communication device along with a data line per group of units for diagnostic capability wired to designated controller.
 - h. 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;
 - i. 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;
 - j. temporary 220v single phase (50 amps) within 50' of each hoistway;
 - k. 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 as shown on the layout drawing package. 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.
2. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device, monitored 24 hours; one additional data line per group of elevators for diagnostic capability wired to designated controller.

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. Should building settling occur which requires elevator rail alignment / escalator leveling and alignment modifications during installation (or during any included New Installation Maintenance period as designated above), additional charges will apply.
- 3. Purchaser shall ensure full compliance with any governmentally required safety provisions not directly involved with the elevator / escalator installation.
- 4. Purchaser shall provide a finished cab floor with total thickness $\leq 3/8$ ", weighing ≤ 50 lb.
- 5. Unless indicated, plastic laminate and powder coat are standard selections, with any other options requiring a price increase.
- 6. Purchaser shall provide an on-site dumpster. TKE will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- 7. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TKE'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 TKE modernization mechanics at the TKE 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 TKE and Purchaser (hereinafter TKE's regular working days and regular - working hours shall be collectively defined as "normal working hours"). TKE 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 TKE personnel at no additional cost to TKE.
- 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 (MRF), 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, TKE is authorized to warehouse the equipment at the TKE warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TKE 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 TKE warehouse. Any warranties provided by TKE 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. TKE includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 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 TKE'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. TKE will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TKE 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 TKE’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 TKE’s standard local billing rates. In the event that an elevator must be provided for temporary use, TKE will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TKE 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 \$3,500.00 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 TKE’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 TKE, TKE will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TKE 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 TKE’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 TKE’s notice of completion to Purchaser unless both TKE and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TKE’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 TKE’s standard owner’s manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.
- h. 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. 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.

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.

9. Additional Terms and Conditions

- a. In no event shall TKE 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, TKE reserves the right to modify this Proposal or rescind it altogether.
- c. TKE is an equal opportunity employer.

- d. TKE's performance of the work described in this Proposal is contingent upon Purchaser furnishing TKE 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 TKE 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 TKE 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 TKE as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TKE for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TKE after the date of acceptance of this Proposal by any governmental authority or by any of TKE's suppliers of the materials and/or components required in connection with this Proposal.
- f. Purchaser agrees to provide TKE's personnel with a safe place in which to work and TKE reserves the right to discontinue work at the jobsite whenever, in TKE'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 TKE'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 TKE 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 TKE 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 TKE's work place and prior to and during TKE'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 TKE's employees or those of TKE'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 TKE 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. TKE retains title to and a security interest in all equipment it supplies – which TKE 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, TKE 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 TKE's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TKE to file in public offices in order to perfect TKE's security interest in such equipment.
- l. TKE 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.
- m. The rights of TKE under this Proposal shall be cumulative and the failure on the part of the TKE to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TKE 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 Proposal.
- n. In the event TKE 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.
- o. TKE can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- p. Should loss of or damage to TKE's material, tools or work occur at the project site, Purchaser shall compensate TKE for such loss, unless such loss or damage results from TKE's own acts or omissions.
- q. Purchaser, in consideration of TKE 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 TKE Elevator Corporation, TKE Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TKE party" and collectively the "TKE 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 TKE 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 TKE party. Purchaser recognizes that its obligation to defend the TKE parties under this clause, which is separate and apart from its duty to indemnify the TKE 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.
- r. 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.
- s. TKE'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.
- t. Unless so mutually agreed upon in a separate signed agreement, TKE 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.

10. Specific Equipment Type Requirements

1. Conventional Hydraulics Only: Purchaser shall provide the following:
 - a. A crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground. When required, the excavation of the elevator cylinder well hole will be based on drilling through soil free from rock, sand, water, building construction members and obstructions.
 - b. A 32" x 32" block-out, or as the block-out indicated on TKE layouts, in the pit floor.
 - c. Adequate ingress and egress, including ramping, shall be provided for a truck-mounted drill rig.
 - d. Removal of all dirt and debris from each hole location. Only TKE standard hdpe or pvc protection system with bottomless corrugated steel casing will be provided for "in-ground" hydraulic jack assemblies. Should obstructions be encountered, TKE will proceed only after written authorization has been received from the purchaser. The price of this proposal shall be increased by the amount of additional labor at TKE's standard hourly rates, and the actual cost of any additional material plus 15%.
 - 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. The engineering and installation of methane barriers or coordination/access.
 - g. Access to 2" pressurized water supply within 100'-0" of the jack hole location.
 - h. Layout when excavation of jack hole is from grade.
 - i. A 4' x 4' opening in the elevator hoistway overhead as required by TKE.
 - j. Purchaser shall provide dewatering of well hole and pit and remediation/control of water intrusion.
2. Hydraulic Machine Roomless Applications Only: Purchaser shall provide the following:
 - a. A full rough opening to accept controller, typically on floor above bottom landing, an 8" minimum finished wall thickness at controller location and all interconnects (building power, fire alarm signals, phone line) to the top of the controller frame.
 - b. Cooling or heating as necessary to maintain 50-95 degree Fahrenheit temperature in hoistway at all times.
 - c. The shunt trip breaker provide by TKE within the elevator controller will require a separate 120V power supply to the shunt trip relay and this signal must be monitored by the fire panel.
3. Traction Machine Roomless Applications Only
 - a. For a synergy machine room-less installation, the top of the hoistway shall not be installed until after the hoist machines can be set in place with a crane. Purchaser agrees to provide a crane to hoist elevator equipment as needed and at no cost to TKE.
 - b. Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.
 - c. A full rough opening to accept controller, typically at top landing or floor below top landing, an 8 1/2" minimum finished wall thickness at controller location and all interconnects (building power, fire alarm signals, phone line) to the top of the controller frame.
 - d. Purchaser shall provide beam pockets with bearing plates to support the loads of the overhead machine assembly on synergy machine roomless applications per the TKE layouts.
 - e. Purchaser shall provide a temporary 220 VAC – 30/50 amps single-phase terminal with disconnect for each traction elevator in the machine room(s) at designated spot per TK Elevator local management at the start of the job for temporary operation of work platform.
4. Traditional Traction Elevators Only
 - a. Basement/adjacent traction machines shall be supported by structural foundations with embedded machine bolts as shown on TKE layouts. Overhead traction machines shall be supported by structural machine room floors with steel embed plates furnished and installed by others as shown on the TKE layouts.
 - b. Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed. For a traditional overhead traction installation, the top of the machine room shall not be installed until after the hoist machines can be set in place with a crane.
 - c. Purchaser shall provide a temporary 220 VAC – 30/50 amps single-phase terminal with disconnect for each traction elevator in the machine room(s) at designated spot per TK Elevator local management at the start of the job for temporary operation of work platform.
5. Freight Elevators Only
 Purchaser shall provide the following
 - a. Structural steel C-channel door frames with extensions to slab above and below for tracks are by others. Steel trucking sills at each elevator entrance by others.
 - b. ½" EMT for cross connect(s) above each C-channel frame protruding into hoistway is by others.
 - c. Styrofoam filler in C-channel frame(s) by other.
 - d. Disconnect(s), wire and tie in for power freight controller(s) are by others.
 - e. Support beams for deflector sheaves is by others per TKE shop drawings.
 - f. Guarding around sheaves and in-between hoistway and machine room is by others.
6. Escalator/Moving Walks Applications Only
 - a. Hoisting of the escalators/moving walks to be done by the Purchaser at no additional cost to TKE. Escalators/moving walks must be flown in place once top well ways and bearing plates are in place. Building roof/floor must be left off so escalators may be dropped straight in a set-in place with the crane during normal working hours.
 - b. All shoring, floor protection, etc. required to support loads and equipment(s) path to wellways by the Purchaser. All engineering costs to determine and identify structural load capacities and restrictions will be by the Purchaser.
 - c. Purchaser will provide provisions for proper building dimensions and suitable floor openings, properly framed with suitable reactions and finished in accordance with escalator/moving walk shop drawings. Variations not to exceed one (1) inch at any point. TKE is not responsible for verifying field dimensions or related work by others.
 - d. Cutting and patching of walls, floors, etc. and removal of such obstructions required for rigging or installation of the escalators/moving walks this will be provided by the Purchaser. This to include painting and any finish work, in-fill and finished flooring adjacent to floor plates and escalator/moving walk once installation is completed. Changes required to sprinkler systems, lighting, electrical, air conditioning and heating systems are by the Purchaser. Waterproofing for the lower well space and lower pit drainage as required will be by others.

- e. If required by unusual layout conditions, access panels or doors to interior of escalator/moving walk will be provided by the Purchaser.
 - f. In seismic designated zones, the Purchaser shall provide seismic detection assembly, wiring and conduit to the escalator controller. Purchaser is to provide any necessary cover between the floor plate frame and the finish floor in the lower end to cover the seismic gap allowed for the escalator/moving walk movement.
 - g. Supporting structures for the escalators/moving walks including support bearing plates (top, bottom and intermediate when applicable), and enclosure walls, external railings, guards, signage, closures, shutters and smoke barriers will be provided by the Purchaser. Guards required as per NFPA 101 or similar local requirements for escalators/moving walks designated as elements of the means of egress to be done by others.
 - h. Exterior cladding (non-combustible or having limited combustibility) and/or finish from the edges of escalator/moving walk deck covers including ends, sides and bottom of truss in accordance with applicable and standard weight restrictions of a maximum of five (5) lbs. per square foot provided and installed by others.
 - i. Electrical power, of the same characteristics as the permanent supply will be available one week prior to the delivery of the escalator/moving walk. Electrical service to the upper well including three phase main power supply and fused disconnects will be provided to each controller. Provide single phase 120 V electrical service and fused disconnect for light and convenience outlet in the upper well as well as any additional electrical devices that are not part of or required by the escalator/moving walk equipment design but that maybe required by local authorities. Electrical feed, disconnect switches, and communication lines to the escalators/moving walks will be by the Purchaser.
Purchaser will provide pit lighting and conduit runs to and from any remote devices in addition, wiring and conduit from the closest wellway of each escalator group or single escalator to the firefighter's control room and/or console. The size, number and location of conduit will be coordinated with the escalator contractor. Purchaser agrees to provide a bonded ground wire, properly sized, from the escalator/moving walk controller(s) to the primary building ground.
 - j. In the event TKE has been retained to supply and install an escalator in an atrium area, Purchaser agrees that Purchaser is solely responsible for working with its architect, structural engineer, other contractors and the project owner to review the owner's operations and options and to develop an appropriate fall protection solution to limit the exposure to falls from this elevated equipment. In the event that Purchaser has decided not to install any fall protection in connection with the affected escalator(s) – regardless of whether it could have been manufactured by TKE or anyone else - Purchaser agrees that in no event shall TKE be responsible or liable for (1) any claim that TKE failed to warn Purchaser and the project owner of the risks associated with the decision not to install such fall protection, (2) any claim arising out of any planning for and/or modifications to the escalator and/or the building structure to accommodate that escalator and/or (3) any losses and damages caused by Purchaser's and/or the project owner's failure to install any such fall protection in connection with its atrium-style escalator(s).
 - k. Protection of escalators/moving walks once in place is to be done by Purchaser.
 - l. Neither IBC Section 1609 for Wind Load Requirements, nor FBC 2014, nor any other state/local wind load requirements are considered in the structural design, cladding design, nor balustrade design of the vertical transportation equipment quoted unless specifically noted in the attached proposal. All wind-load structural engineering cost and adequate structural support is by Purchaser for outdoor escalators/moving walks subject to wind loads.
7. Surface Mounted Moving Walks (iwalk) Only
- a. Surface mounted moving walks do not require any excavated pit. Therefore, no flooring around the escalator will be required.
 - b. Access/Existing ramps ADA complain (12:1) ration to be done by the Purchaser. TKE can offer standard design ramp.
 - c. Cladding between the sides of the moving walk to cover mainly the area surrounding the moving walk along it length is to be done by others.
 - d. All items in section 6. Escalators/Moving Walks Applications Only apply here, when not in conflict with the items mentioned in this section.

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TKE will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of \$ 115,000.00.

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 TKE manager.

TK Elevator Corporation Management Approval

(Purchaser):

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)