



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FLORIDA 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: SS NO. 25-72

Date Posted: August 25, 2025

Written Response Due Date: September 1, 2025

This is not a formal solicitation and there are no submissions required. The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT: MODERNIZATION OF CITY HALL ELEVATORS**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$157835.00**
- **VENDOR: TK ELEVATOR CORPORATION**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail purchasing@northportfl.gov. Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the City website at www.northportfl.gov. This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/filesshare>. If you have any questions, concerns, or problems accessing this request using the link, please contact Michael White, Contract Administrator I, at 941.429.7174. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@northportfl.gov. No verbal requests will be honored.



Procurement Request

City of North Port

Request

Request Type *

Sole/Single Source/Standardization

Capital? (?) No Yes**PRR-EX (?)** Yes**FY ***

2025

Type code ***Preparer**

Lisa Guerreiro

Pre-Director Approver(s) (?)

	Name
1	Garrett Woods
2	Chelsea Buell

Department *

PUBLIC WORKS

Division(s)

FACILITIES MAINTENANCE

Commission Meeting? * Yes No**Commission Override (?)** Yes No**Purchase****Payment Method *** Visa Purchase Purchase Order**Purchase Type *** Single Purchase (current FY)
 Blanket Purchase (current FY)**Purchase SubType *** None Change Order
 Amendment**Description ***

Modernization of City Hall Elevators per proposal dated 8/18/2025. As they have in the past TK Elevator will accept a PO in lieu of a signed proposal.

*Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. **All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.***

Exemption Explanation (?) *

The City of North Port has a signed agreement with TK Elevator from 2005 that has been automatically renewing every 5 year since that time. See attached previous approval for our quarterly maintenance and repair services.

Steps taken to verify these goods and/or services are not available elsewhere (?) *

n/a

Other vendors that were contacted (?) *

n/a

Grant? * Yes No**Technology Related? (?) *** Yes Renewal No**Exemption****Reason ***

Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

 Patent, copyright or unique design restrictions. (Sole Source) Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source)

- Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source)

- Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source)

- When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)

- Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)

- Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)

- The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)

- Other: None or some of the above apply. Provide detailed justification below.

Explanation *

The City of North Port has a signed agreement with TK Elevator from 2005 that has been automatically renewing every 5 year since that time. See attached previous approval for our quarterly maintenance and repair services.

Supporting backup *

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

2025 TK ELEVATOR CORPORATION PW BLNKT Q 35269.8.pdf

7.33MB

DemandStar
For Purchasing Division

Date Posted

Sole/Single Source Number **Effective Date** **Expiration Date**

PostedPlusSeven

Hidden

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Modernization of City Hall elevators per proposal dated 8/18/25	\$\$	157,835.00	\$1.00	\$157,835.00

Shipping (?) * **Total Charges**
\$0.00 \$157,835.00

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1		001-0760-519.62-00	FM25EV	\$157,835.00

Total Payments
\$157,835.00

Comments to Budget (?)

Backup Attachments



Click the Preview icon or right click link and select Open link in new tab or window to avoid downloading.

Additional Backup

Related NavLine Req, price sheet, quote, drawings, specifications, risk waiver, etc.

City Hall - City of North Port - Elevators Modernization 8.18.pdf

475.97KB

Vendor Details

Vendor Information (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in NavLine.

Vendor Name *

TK ELEVATOR CORPORATION

Vendor Number *

7671

Vendor Name CST

Contact

Vendor Email

quinn.mcnulty@tkelevator.com

Remittance Address

PO BOX 3796, CAROL STREAM, IL 60132-3796

Phone

813-215-7876

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$193,104.87

City Inclusive (?) *

Highest Approver (?) *

FD and CM will be skipped on the back end, as needed.

Action History (UTC-05:00)

Submit

by Lisa Guerreiro 01-27-2025 07:44:24 AM (Start Form)

Submit

by Garrett Woods 01-27-2025 10:08:52 AM (Pre-Director approval)

- The task was assigned to Garrett Woods 1/27/2025 7:44:28 AM

Submit

by Chelsea Buell 01-27-2025 11:57:53 AM (Pre-Director approval)

- The task was assigned to Chelsea Buell 1/27/2025 10:08:56 AM

Approve

by Chuck Speake 04-01-2025 08:41:45 AM (Director Approval)

- The task was assigned to Chuck Speake, Tricia Wisner 1/27/2025 11:57:54 AM
- Chuck Speake assigned the task to Chuck Speake 1/27/2025 12:01:43 PM

Approve

by Nicole Brown 04-01-2025 09:07:08 AM (Budget Approval)

- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 4/1/2025 8:41:46 AM
- Nicole Brown assigned the task to Nicole Brown 4/1/2025 9:06:00 AM

Reviewed

by Michael White 04-01-2025 09:57:09 AM (Purchasing Specialist)

■ EVER-BLKT-TERM
AGREEMENT

PURCHASING DEPARTMENT

VENDOR TRACKING

Prior PO Total: \$0

New PO Total: \$35,269.80

YTD Dept Exp (Incl): \$35,269.80

YTD CW Exp (Incl): \$35,269.80

- The task was assigned to Bernice Moen, Michael White 4/1/2025 9:07:10 AM
- Michael White assigned the task to Michael White 4/1/2025 9:48:48 AM

Approve

by Alla Skipper 04-01-2025 03:36:47 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 4/1/2025 9:57:11 AM
- Alla Skipper assigned the task to Alla Skipper 4/1/2025 3:36:25 PM

Approve

by Irina Kukharenko 04-01-2025 05:01:34 PM (Finance Director)

- The task was assigned to Kimberly Williams, Irina Kukharenko 4/1/2025 3:36:48 PM
- Irina Kukharenko assigned the task to Irina Kukharenko 4/1/2025 5:01:25 PM



Procurement Request

City of North Port

Request

Request Type *

Quotes

Capital? (?)

No Yes

PRR-EX (?)

Yes

FY *

2025

Type code *

Q

Preparer

Lisa Guerreiro

Pre-Director Approver(s) (?)

	Name
1	Garrett Woods
2	Chelsea Buell

Department *

PUBLIC WORKS

Division(s)

FACILITIES MAINTENANCE

Purchase

Payment Method *

Visa Purchase Purchase Order

Purchase Type *

Single Purchase (current FY)
 Blanket Purchase (current FY)

Purchase SubType *

None Change Order
 Amendment

Description *

FY25 quarterly maintenance agreement per the ThyssenKrupp Platinum Maint. Agreement, and blanket for elevator repairs as needed for elevators at City Hall (2), PD (1), Water Treatment Plant (1), and Atwater Park (1). This is a 5 year auto renewal.

Grant? *

Yes No

Technology Related? (?) *

Yes Renewal No

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	FY25 Quarterly maintenance per the ThyssenKrupp Platinum Maint. Agreement	\$\$	4.00	\$5,067.45	\$20,269.80
2	FY25 blanket for elevator repairs	\$\$	15,000.00	\$1.00	\$15,000.00

Shipping (?) *

\$0.00

Total Charges

\$35,269.80

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	PW	001-0760-519.46-04		\$35,269.80

Total Payments

\$35,269.80

Comments to Budget (?)

Vendor Details

Vendor Information (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in NaviLine.

Vendor Name *

TK ELEVATOR CORPORATION

Vendor Number *

7671

Vendor Name CST

Contact

Vendor Email

evan.knapp@tkelevator.com

Remittance Address

PO BOX 3796, CAROL STREAM, IL 60132-3796

Phone

833-728-3598

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$35,269.80

City Inclusive (?) *

\$35,269.80



TK Elevator Corporation
 3100 Interstate North Cir SE Ste 500
 Atlanta, GA 30339-2227

MAINTENANCE INVOICE

INVOICE DATE: 01/01/2025
 CUSTOMER #: 113879
 JOB #: US92825
 INVOICE #: 3008257709
 PO #: 34294
 SERVICE DATE: 01/01/2025 TO 03/31/2025
 TERMS: IMMEDIATE
 TOTAL DUE: \$5,067.45



TO VIEW AND PAY ONLINE GO TO:	https://tkelevator.billtrust.com
USE THIS ENROLLMENT TOKEN:	WXG SWQ FMB

ITEM	QUANTITY	DESCRIPTION	EXTENDED AMOUNT
C211US	1	Platinum - Full Maintenance, Overtime portion not covered - Elevator - With Phone Monitoring NORTH PORT CITY HALL-LEFT	\$1,013.49

CREDIT CARD SURCHARGE and LATE FEES.



As banks continue to raise their credit card processing costs charged to merchants, it has become necessary to add a surcharge fee for credit card payments made on our billing and payments portal. Effective February 12, 2024, a 3% surcharge will be applied to credit card payments.

To avoid the surcharge fee, simply pay using ACH via our billing and payments portal: [TKELEVATOR.BILLTRUST.COM](https://tkelevator.billtrust.com).

Additionally, interest fees may be applied to all late payments. To avoid any interest fees on late payments, please set up AutoPay in your online billing account settings for quick and easy recurring payments.

Lisa Guerreiro

From: McNulty, Quinn <quinn.mcnulty@tkelevator.com>
Sent: Friday, January 24, 2025 1:55 PM
To: Lisa Guerreiro; Urighre, Ivonne
Subject: RE: [EXTERNAL] RE: TK elevator - vendor update



EXTERNAL EMAIL: This email is from an external sender. Please

Good afternoon Lisa!

Please see our FY25 rates below. Feel free to give me a call with any questions 😊

Tampa & Sarasota			
	1.0	1.7	2.0
Foremen	\$562.50	\$956.25	\$1,125
Mechanic	\$500	\$850	\$1,000
Helper	\$400	\$680	\$800
Team	\$900	\$1,530	\$1,800

Regards,

Quinn McNulty
Account Manager, Tampa/Sarasota

M +1 813-215-7876, quinn.mcnulty@tkelevator.com

TK Elevator Corporation | 4710 Eisenhower Blvd, Suite B5 | Tampa, FL 33634 | USA | www.tkelevator.com/us

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(The Elevator Safety Code is implemented by Florida's Department of Business and Professional Regulations requiring that owners of existing elevators '*must be in compliance with part 3.10.12 of ASME A17.3-2015, Safety Code for Existing Elevators and Escalators by December 31, 2023*'

<https://www.tkelevator.com/us-en/fl-door-lock-monitoring.html>)

From: Lisa Guerreiro <lguerreiro@northportfl.gov>
Sent: Friday, January 24, 2025 10:38 AM
To: Urighre, Ivonne <ivonne.urighre@tkelevator.com>; McNulty, Quinn <quinn.mcnulty@tkelevator.com>
Subject: RE: [EXTERNAL] RE: TK elevator - vendor update

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Good morning,

Any answer on the labor rate?



Lisa Guerreiro

Business Services Coordinator / Public Works

1100 N. Chamberlain Blvd, North Port, FL 34286

O: 941-429-3595



From: Lisa Guerreiro

Sent: Tuesday, January 21, 2025 7:48 AM

To: 'Urighre, Ivonne' <ivonne.urighre@tkelevator.com>; 'McNulty, Quinn' <quinn.mcnulty@tkelevator.com>

Subject: RE: [EXTERNAL] RE: TK elevator - vendor update

Good morning,

Can I please get a quick answer on this?

Thanks.



Lisa Guerreiro

Business Services Coordinator / Public Works

1100 N. Chamberlain Blvd, North Port, FL 34286

O: 941-429-3595



From: Lisa Guerreiro

Sent: Thursday, January 16, 2025 12:33 PM

To: 'Urighre, Ivonne' <ivonne.urighre@tkelevator.com>; 'McNulty, Quinn' <quinn.mcnulty@tkelevator.com>

Subject: RE: [EXTERNAL] RE: TK elevator - vendor update

Good afternoon,

Could one of you please provide the current labor rate for repair services?

The last that I have is:

FY 24 Labor Rates for work outside of contract

Mechanic billing rate: \$467/hr

Overtime mechanic rate: \$793.90/hr

If they are the same and you could just confirm, that would be great.

Thank you.



Lisa Guerreiro

Business Services Coordinator / Public Works

1100 N. Chamberlain Blvd, North Port, FL 34286

O: 941-429-3595



From: Lisa Guerreiro

Sent: Tuesday, January 14, 2025 2:22 PM

To: Urighre, Ivonne <ivonne.urighre@tkelevator.com>; McNulty, Quinn <quinn.mcnulty@tkelevator.com>

Subject: RE: [EXTERNAL] RE: TK elevator - vendor update

Hi Ivonne and Quinn,

Could you provide me with the current labor rate for repairs?

Thank you.



Lisa Guerreiro

Business Services Coordinator / Public Works

1100 N. Chamberlain Blvd, North Port, FL 34286

O: 941-429-3595



From: Urighre, Ivonne <ivonne.urighre@tkelevator.com>

Sent: Tuesday, October 22, 2024 8:50 AM

To: McNulty, Quinn <quinn.mcnulty@tkelevator.com>; Lisa Guerreiro <lguerreiro@northportfl.gov>

Subject: [EXTERNAL] RE: TK elevator - vendor update

 **EXTERNAL EMAIL: This email is from an external sender. Ple**

Good morning,
Please see attached. Let me know if you have any questions.

Thank you,

Ivonne Uri
Service Operations Coordinator, Sarasota

P 941.753.4787 M 941.592.8271, ivonne.urighre@tkelevator.com

Customer Care: 844-427-5461

TK Elevator Corporation 6215-A 29th St. E Bradenton, FL 34203 USA | www.tkelevator.com/us

[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

** 5 year
Auto Renewals*

CITY OF NORTH PORT
COMMISSION AGENDA ITEM

Item No. 6D
(City Clerk's Use Only)

MEETING TYPE:		Meeting Date:	July 8, 2013
Regular	<input checked="" type="checkbox"/>	Department:	Neighborhood Development Services / Property Maintenance
Fire/Rescue District	<input type="checkbox"/>	Prepared by:	Scott Williams/Lou Sperduto
Road & Drainage District	<input type="checkbox"/>	Date Prepared:	June 6, 2013
Solid Waste District	<input type="checkbox"/>	Department Director's Initials:	SW/PL. <i>DS</i> Date: 6/27/13
Other:	<input type="checkbox"/>	City Manager's Initials:	<i>DR</i> Date: 6/28/13

Exhibits:
 1. Addendum B to ThyssenKrupp Elevator Corporation Maintenance Agreement.
 2. ThyssenKrupp Platinum Agreement and Addendum A
 3. Florida Division of Corporations Document

SUBJECT: Addendum B is to add the elevator in the newly constructed Myakka Hatchee Creek Water Treatment Plant to the existing contract.

RECOMMENDED ACTION: Approve Addendum B to the existing Maintenance Agreement with ThyssenKrupp Elevator Corporation to increase the annual fee to the amount of \$2,040.00 for preventative maintenance, annual testing, parts and services.

BACKGROUND INFORMATION: The existing agreement provides for preventative maintenance, annual testing, parts and service for elevators at various City locations. This addendum is to add the elevator in the newly constructed Myakka Hatchee Creek Water Treatment Plant, located at 15755 North Port Blvd. In addition to services listed above the Water Treatment Plant elevator will also have 24 hour telephone monitoring within the elevator.

The monthly fee is \$170.00/per month or \$2,040.00/annual.

Original Contract Amount	\$ 5,940.00	}	12,000.-
Previous Change (Addendum A)	\$ 1,980.00		
Amount of this Change	<u>\$ 2,040.00</u>		
Revised Contract Amount	\$ 9,960.00		

The City Attorney has reviewed and approved Addendum B.

FINANCIAL IMPACT: (If applicable) Funding for this project is allocated in 001-0760-519.46-01

Purchaser City of North Port
4970 City Center Blvd
North Port FL 34286

Location North Port City Hall & Police Dept
4970 City Center Blvd
North Port FL 34286

By ThyssenKrupp Elevator Corporation
6215 A 29th Street East
Bradenton FL 34203
Telephone (941) 753 4787 (800) 683 7736
Fax (941) 758 0468
E Mail ed.graves@thyssenkrupp.com
Internet www.thyssenkruppelevator.com

PLATINUM MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment as outlined in this agreement. We will endeavor to provide a comprehensive maintenance program to maximize the performance, safety, and life span of your equipment.

Units To Be Maintained

Building Name	Unit Quantity	Manufacturer	Type of Unit	Unit ID or Serial #	Number of Floors
City Hall	Two (2)	ThyssenKrupp	Hydraulic Elevator	85884 & 85885	Three (3)
Police Dept.	One (1)	ThyssenKrupp	Hydraulic Elevator		Two (2)



Preventative Maintenance Program

Examine your elevator equipment for optimum operation .

- Control and landing positioning systems
- Signal fixtures
- Machines drives motors governors sheaves and ropes
- Power units pumps valves and jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers car frames and platforms and counterweights
- Safety mechanisms

- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation
- Document all work performed on Maintenance Tasks & Records logs provided with each controller

Full Coverage Parts Replacement

- Relamp all signals as required (during regularly scheduled visits)
- Repair or replace components worn due to normal wear Refer to Other Considerations section for items not covered

Quality Assurance

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

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

Annual Safety Testing

Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators ANSI A17.1 current edition as of the date this agreement begins We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year You agree to pay for any costs of the inspector or inspection fees

Service Hours & Service Requests During Normal Working Hours

We will visit your elevators on a regularly scheduled basis These visits will be performed during normal business hours Monday through Friday 8:00 am to 4:30 pm (except scheduled holidays) We will respond to service requests during these hours at no extra charge Service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time)

After Hours Service Requests

On service requests outside of normal business hours for services covered under this Agreement we will absorb the straight time costs of labor and you will be responsible for the difference between the straight time costs and overtime costs of labor Labor costs include travel time travel expenses and time spent on the job

VIEW® (Check box if included)

VIEW is ThyssenKrupp Elevator's customer oriented online service activity reporting system VIEW allows building owners and managers to monitor ThyssenKrupp's maintenance and service call activity VIEW can be accessed via the Internet any time day or night You can VIEW service tickets associated with a single elevator for all the elevators at the location being serviced or across an entire portfolio Special considerations regarding VIEW are set forth below

VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s) VISTA monitors compatible equipment 24 hours a day 7 days per week 365 days per year Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quicker and more efficiently With VISTA we can often dispatch a service technician to your location before any interruption in elevator service occurs Service visits based on VISTA data will be made during normal business hours of normal business days

SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24 hour phone monitoring and emergency call service Call representatives are trained to handle elevator calls they can assess the situation and quickly dispatch a technician when necessary If needed they can stay on the line to reassure a stranded passenger that help is on the way SoundNet maintains a computerized and hard copy record of time date and location of calls received and action taken for the benefit of passengers and building owners Special considerations regarding SoundNet are set forth below

ThyssenKrupp Elevator

Platinum Maintenance Agreement

Product Information You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes parts catalogs and maintenance instructions for the equipment covered by this agreement (exception we will supply all of the above for new ThyssenKrupp elevators at no additional cost) You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein These items will remain your property

Safety You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations You agree to report immediately any condition that may indicate the need for correction before the next regular examination You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment notify us at once and keep the equipment shut down until the completion of any repairs You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator You agree to provide our personnel a safe place in which to work We reserve the right to discontinue work in the building whenever in our sole opinion our personnel do not have a safe place in which to work You agree to provide a suitable machine room including secured doors waterproofing lighting ventilation and heat to maintain the room at a temperature of 50 F minimum to 90 F maximum You also agree to maintain the elevator pit in a dry condition at all times Should water or other liquids become present you will contract with others for removal and the proper handling of such liquids

Other You agree not to permit others to make alterations additions adjustments or repairs or replace any component or part of the equipment during the term of this agreement You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement including that you agree if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved ThyssenKrupp Elevator will immediately advise you in writing of such action the reason for such action and whether the proposed solution is covered by the terms of this agreement In the event of the sale lease or other transfer of the elevator(s) or equipment described herein or the premises in which they are located you agree to see that such successor is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement and subject to termination as herein provided or otherwise be liable for the full unpaid balance due for the full unexpired term of the agreement

In consideration of ThyssenKrupp Elevator performing the services herein specified you expressly agree to indemnify defend save harmless discharge release and forever acquit ThyssenKrupp Elevator our officers agents and employees from and against any and all claims demands suits and proceedings brought against ThyssenKrupp Elevator or our employees including but not limited to loss damage injury or death that are alleged to have arisen from the negligence of Purchaser or any others in connection with the presence use misuse maintenance installation removal manufacture design operation or condition of the equipment covered by this agreement or the associated areas surrounding such equipment Your duty to indemnify does not apply to claims or losses determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator or our employees You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees court costs judgments settlements interest and any other expenses of litigation arising out of such claims or lawsuits

Insurance You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies) Such insurance must insure us for those claims or losses referenced in the above paragraph and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees You hereby waive the right of subrogation

Items not covered We do not cover cosmetic construction or ancillary components of the elevator system including the finishing repairing or replacement of the cab enclosure ceiling frames panels and/or fixtures hoistway door panels door frames sills car flooring floor covering lighting fixtures ceiling light bulbs and tubes main line power switches breaker(s) feeders to controller hydraulic elevator jack outer casing buried piping alignment of elevator guide rails smoke and fire sensors fire service reports communication devices security systems not installed by us batteries for emergency lighting and lowering air conditioners heaters ventilation fans and all other items as set forth and excluded in this agreement

Other conditions With the passage of time equipment technology and designs will change We will not be required to make any changes or recommendations in the existing design or function of the unit(s) We shall not be obligated to service make renewals or repairs upon the equipment by reason of obsolescence misuse of the equipment another's negligence loss of power blown fuse(s) tripped stop switch(es) theft vandalism explosion fire power failure water damage storm lightning nuisance calls acts of civil or military authorities strikes lockouts acts of God or any other reason or cause beyond our control In the event any component of the elevator becomes obsolete or outmoded or is no longer manufactured by the original manufacturer it shall be your obligation to replace the obsolete or outmoded component at your expense We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies any governmental agency or authority or any third party

Should your system require any of the safety tests on the commencement date of this agreement ThyssenKrupp Elevator assumes no responsibility for the operation of the governor or safeties on traction elevators or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made We shall not be liable for damage to the building structure resulting from the performance of safety tests Should the respective system fail any of the required tests it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement

ThyssenKrupp Elevator shall not be liable for any loss damage or delay caused by acts of government labor troubles strikes lockouts fire explosions theft not civil commotion war malicious mischief acts of God or any cause beyond its control and in no event shall ThyssenKrupp Elevator be liable for any damages nor any consequential special or indirect damages ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned

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

You hereby waive trial by jury

ThyssenKrupp Elevator

Platinum Maintenance Agreement

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law public policy or statute such finding shall not affect the validity or enforceability of any other portion of this agreement

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension indulgence or change by us 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 agreement

Price The price for the services as stated in this agreement shall be One Thousand Four Hundred Eighty Five dollars (\$1 485 00) per quarter including taxes payable quarterly in advance

Term This agreement is effective for five (5) years starting upon expiration of NIM (New Installation Maintenance) warranty period and is non cancelable except with thirty (30) days written notice for reasons of non performance Non performance is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from you To ensure continuous service this agreement will be automatically renewed for successive five (5) year periods unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period or ninety (90) days before the end of any subsequent five (5) year renewal period Notice shall be sent by certified mail return receipt requested Time is of the essence

Early Payment Discount If you pay in advance for twelve (12) months of service on the units covered in this agreement you may take a 3% discount from the annual price

Annual Price Adjustments As the costs we incur for providing elevator service may increase we will adjust the price of your service accordingly annually effective on the date a field labor increase is implemented We will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners This rate consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate Fringe benefits include pensions vacations paid holidays group insurance sickness and accident insurance and hospital insurance

Pricing may also increase or decrease in the event the equipment is modified from its present state

Overdue Invoices A service charge of 1 1/2% per month or the highest legal rate whichever is less shall apply to overdue accounts If you do not pay any sum within sixty (60) days from the billing date we may also choose to do one of the following 1) suspend all service until all amounts due have been paid in full or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement If ThyssenKrupp Elevator elects to suspend service we shall not be responsible for damages or injuries to persons or property from the lack of service Upon resumption of service you will be responsible for payment to ThyssenKrupp Elevator of any costs we incur as a result of the suspension of service Time is of the essence

Acceptance Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described All other prior representations or agreements whether written or verbal will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties Should your acceptance be in the form of a purchase order or other similar document the provisions of this agreement will govern in the event of a conflict This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us

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

ThyssenKrupp Elevator Company
By [Signature]
(Signature of Authorized Individual)

City of North Port
By [Signature]
(Signature of Authorized Individual)

ThyssenKrupp Elevator Approval
By _____
(Signature of Authorized Individual)

ThyssenKrupp Representative
Ed Graves
(941) 763 4787

[Signature]
(Print or Type Name)
COMMISSION CHAIR
(Print or Type Title)

(Print or Type Name)

(Print or Type Title)

05-20-05
(Date of Submittal)

11-14-05
(Date of Approval)

(Date of Approval)

ATTEST

[Signature]
ThyssenKrupp Elevator Representative
City Clerk

Approved as to form and correctness
[Signature]
Robert K. Robinson

*Special Considerations***VIEW**

ThyssenKrupp Elevator agrees to provide a user name and password to purchaser via ThyssenKrupp's internet website www.tke.view.com for purchaser access to maintenance and service call activity. Purchaser Internet connection shall be provided by others. Purchaser acknowledges that data reported prior to January 1, 2004 may not be all inclusive of work actually performed. Additionally, purchaser acknowledges that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully implemented to all field employees. Records for additional information shall be available when requested by contacting local TKE branch office. ThyssenKrupp Elevator reserves the right to restrict access to this information if purchaser's account has an outstanding balance due that is greater than 30 days and/or if purchaser has provided written notification of intent to cancel agreement.

SoundNet

Through its SoundNet communication center, ThyssenKrupp Elevator will provide 24-hour telephone monitoring on all elevator(s) maintained under the maintenance agreement, provided such elevators are equipped with operational telephone equipment. SoundNet will receive incoming emergency telephone calls from the elevator(s) and forward same to Customer's designated emergency contacts. It shall be the responsibility of Purchaser to submit an executed Contact Data Sheet (attached as Exhibit 1 hereto) to enable this service and to advise ThyssenKrupp Elevator immediately in writing of any changes to the emergency contacts during the term of service. Purchaser understands that no revision to emergency contacts will be made without ThyssenKrupp first receiving such request in writing.

SoundNet service does not include maintenance service for Customer's telephone equipment. Customer retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones. SoundNet service cannot be provided without a properly functioning telephone.

ThyssenKrupp shall not be held responsible or liable for any claim, injury, delay, death, or detention of loss of life or loss of property resulting from telephone equipment failure, false alarms, or interruption of telephone service. ThyssenKrupp does not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency, or any other situation, including but not limited to, entrapment of persons, evacuation, repair, or return to service of any equipment.

If SoundNet is unable to reach Customer's designated emergency contacts, a service mechanic may be dispatched to the site at Purchaser's expense in accordance with ThyssenKrupp's applicable billing rates. Purchaser agrees that it is within the reasonable discretion of SoundNet service operators to dispatch a mechanic or contact emergency personnel if Customer's designated emergency contacts are unavailable. Customer agrees to pay all charges for services provided by any person, organization, or municipality contacted as a result of any emergency or perceived emergency call.

Special Incentive

ThyssenKrupp Elevator will provide SoundNet Monitoring for the three (3) elevator emergency telephones at no charge for the duration of the twelve (12) month NIM (New Installation Maintenance) warranty period (savings of \$540.00) contingent upon receiving a fully executed copy of this Elevator Maintenance Agreement within thirty (30) days of the elevator installation completion date. Billing for the Maintenance Agreement will not commence until expiration of the NIM warranty period. SoundNet monitoring will be included with the Maintenance Agreement rate upon expiration of the NIM period.

EXHIBIT 1.- Contact Data Sheet

Elevator Branch Bradenton/Sarasota Service

This contact data is for the building located at

North Port City Hall
4970 City Center Blvd
North Port FL 34286

Elevator Designation #1 Elevator Serial #85864

Elevator Phone Number (941) 423 8926

In the event of an emergency or perceived emergency one or more of the following are to be primary Customer contacts

- 1 _____
- 2 _____
- 3 _____
- 4 _____

If unable to reach anyone at the above listed numbers SoundNet has the express permission of Customer to dispatch a ThyssenKrupp service mechanic per the terms of the service agreement or contact one of more of the following (911 is not sufficient local phone numbers are required)

Police Department (941) 426 3111
Fire Department (941) 423 4353

Rue S BERRYMAN, COMMISSION CHAIR

Purchaser
Rue S Berryman

Date
11-14-05

Approved as to form and correctness
Robert K. Robinson
Robert K. Robinson

ATTEST
Helen M. Raimbeau
Helen M Raimbeau OMC
City Clerk

EXHIBIT 2 - Contact Data Sheet

Elevator

Branch Bradenton/Sarasota

Service

This contact data is for the building located at

North Port City Hall
4970 City Center Blvd
North Port FL 34286

Elevator Designation #2 Elevator Serial # 85865

Elevator Phone Number (941) 423 8769

In the event of an emergency or perceived emergency one or more of the following are to be primary Customer contacts

- 1 _____
- 2 _____
- 3 _____
- 4 _____

If unable to reach anyone at the above listed numbers SoundNet has the express permission of Customer to dispatch a ThyssenKrupp service mechanic per the terms of the service agreement or contact one of more of the following (911 is not sufficient local phone numbers are required)

Police Department (941) 426 3111
Fire Department (941) 423 4353

Rue S BERRYMAN, Commission Chair

Purchaser

Rue S Berryman

Date

11-14-05

Approved as to form and correctness

Robert K. Robinson
Robert K. Robinson

ATTEST

Helen M. Raimbeau
Helen M. Raimbeau CMC
City Clerk

Maintenance Agreement Addendum

TK-435-0853

Addendum A

ThyssenKrupp Elevator and City of North Port hereby amend and supplement their duly executed and existing elevator maintenance agreement dated October 17, 2006, contract number 31209-1010, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

Amended Scope of Services

Scope.

The elevator bearing ThyssenKrupp Serial #EAP618, located at Atwater Comm. Park, 4476 Skyway Ave., North Port, FL, shall be added to the existing Elevator Maintenance Agreement upon expiration of the NIM (New Installation Maintenance) Warranty Period of the subject elevator.

Price. The price for the amended services as stated in this addendum shall be Four Hundred Ninety-Five dollars (\$ 495.00) per quarter, excluding taxes. This amount shall be added to the price of your existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

Term. This addendum shall become effective starting upon expiration of the new Installation maintenance warranty period of the subject elevator and its term shall be in accordance with the terms and conditions set forth in the existing elevator maintenance agreement referenced in the first paragraph herein.

Acceptance. Your acceptance of this addendum and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict.

This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

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

ThyssenKrupp Elevator
Americas Business Unit



ThyssenKrupp

EXHIBIT 3 - Contact Data Sheet

Elevator

Branch Bradenton/Sarasota

Service

This contact data is for the building located at

North Port Police Department

North Port FL 34286

Elevator Designation _____

Elevator Phone Number (941) _____

In the event of an emergency or perceived emergency one or more of the following are to be primary Customer contacts

- 1 _____
- 2 _____
- 3 _____
- 4 _____

If unable to reach anyone at the above listed numbers SoundNet has the express permission of Customer to dispatch a ThyssenKrupp service mechanic per the terms of the service agreement or contact one of more of the following (911 is not sufficient local phone numbers are required)

Police Department (941) 426 3111

Fire Department (941) 423 4353

Rue S BERRYMAN, COMMISSIONER CHAIR

Purchaser

Rue S Berryman

Date

11-14-05

Approved as to form and correctness

Robert K. Robinson
Robert K. Robinson

ATTEST

Helen M Raimbeau
Helen M Raimbeau EMC

not a part

ThyssenKrupp Elevator Corporation:	City of North Port	ThyssenKrupp Elevator Corporation Approval:
<p>By: <u>[Signature]</u> (Signature of ThyssenKrupp Elevator Representative)</p> <p>LOUIS A. COSMELLI New Equipment Sales Manager</p> <p><u>February 01, 2011</u> (Date Submitted)</p>	<p>By: <u>[Signature]</u> (Signature of Authorized Individual)</p> <p><u>Jim Blucher</u> (Print or Type Name)</p> <p><u>North Port Commission Chair</u> (Print or Type Title)</p> <p><u>2-2-11</u> (Date of Approval)</p>	<p>By: <u>[Signature]</u> (Signature of Authorized Individual)</p> <p><u>Mick Makell</u> (Print or Type Name)</p> <p><u>AM</u> (Print or Type Title)</p> <p><u>2/14/11</u> (Date of Approval)</p>

Approved as to form and correctness
[Signature]
 Robert K. Robinson

ATTEST:
[Signature]
 Helen M. Raimbeau, MMC
 City Clerk

Maintenance Agreement Addendum

TK-436-0828

Myakkahatchee Creek Water Treatment Plant ADDENDUM B

ThyssenKrupp Elevator and City of North Port hereby amend and supplement their duly executed and existing elevator maintenance agreement dated October 17, 2006, contract number 31209-1010, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

Amended Scope of Services.

Scope.

THE ELEVATOR BEARING STATE ID# 90666, LOCATED AT THE MYAKKAHATCHEE WATER TREATMENT PLANT 5656 NORTH PORT BLVD, NORTH PORT, FL 34266 SHALL BE ADDED TO THE EXISTING ELEVATOR MAINTENANCE AGREEMENT AND CONTINUE IN SYNC WITH THE EXISTING CITY OF NORTH PORT CONTRACT # 31209-1010

~~Price.~~ The price for the amended services as stated in this addendum shall be ONE HUNDRED SEVENTY & 00/100 DOLLARS PER MONTH dollars (\$ 170.00) per This amount shall be added to the price of your existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

Term. This addendum shall become effective starting upon commission approval and its term shall be in accordance with the terms and conditions set forth in the existing elevator maintenance agreement referenced in the first paragraph herein.

Acceptance. Your acceptance of this addendum and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall hereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict.

This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

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

ThyssenKrupp Elevator
Americas Business Unit



ThyssenKrupp

ThyssenKrupp Elevator Corporation:	City of North Port	ThyssenKrupp Elevator Corporation Approval:
By: <u>[Signature]</u> (Signature of ThyssenKrupp Elevator Representative)	By: <u>[Signature]</u> (Signature of Authorized Individual)	By: <u>[Signature]</u> (Signature of Authorized Individual)
<u>Preston Wright</u> Sr. Service Sales Rep. [941]763-4787	<u>JONATHAN R. LEWIS</u> (Print or Type Name) <u>CITY MANAGER</u> (Print or Type Title)	<u>Mike Martelli</u> (Print or Type Name) District Manager (Print or Type Title)
<u>June 21, 2013</u> (Date Submitted)	<u>7/9/13</u> (Date of Approval)	<u>7/31/13</u> (Date of Approval)

ATTEST:

[Signature]
Helen M. Rainbeau, MMO
City Clerk

Approved as to form and contents

[Signature]
Robert K. Robinson

MODERNIZATION PROPOSAL



Modernization Proposal



North Port City Hall

August 18, 2025

Purchaser:	City of North Port	Location:	City of North Port – City Hall
Address:	4980 City Hall Blvd North Port, FL 34286-4100	Address:	4980 City Hall Blvd North Port, FL 34286-4100

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City of North Port (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$157,835** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Modernization Bid Clarifications:

- The scope of work listed is for TKE's HPower SL pre-engineer package including TAC32 controller and standard fixture package. No submittals will be provided but general fixtures drawings (non-job specific) can be provided, per request.
- Shutdown time of the elevator will be 2 – 2.5 weeks PER elevator
- **Building Related Work upgrades (Electrical, HVAC and Fire Alarm) ARE INCLUDED** in this agreement.
- **This proposal ASSUMES the elevators are not connected to emergency power. Please advise otherwise. ATS signal will be required from Generator company if so.**
- An independent phone line is needed in the elevator to meet code requirements. TKE can provide the necessary phone monitoring at no extra cost with a maintenance agreement in place.
- No overtime installation has been included in this proposal.
- REMOTE MONITORING – Standard TKE MAX remote monitoring is included at no additional cost (tracks your elevator 24/7, remote troubleshooting can be provided, gives specific information on faults before techs arrives improving troubleshooting time and quicker return to service. Alerts TKE of shutdown often before most buildings realize there is an issue.
- This job will comply with the 2019 code requirements for 2-way video communication.
- Building to provide three (3) parking spaces for box truck (with equipment) and technicians installing the job.
- TKE Technicians hours are Monday to Thursday from 6am to 4:30pm.

The price above also includes all value added taxes, tariffs, duties, and similar charges imposed on TK Elevator as of the date of this Proposal. The price of this Proposal 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; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; and/or TK Elevator being subjected to increased charges from its shippers and/or freight forwarders.

Furthermore, all preparatory work by other trades must be completed and elevator equipment shipped by 02-15-2027 and the installation must be completed by 04-02-2027, otherwise, the price is also subject to increase.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

Modernization Proposal



In the event you have any questions regarding the content of this Proposal please contact me at +1 813 4687483

We appreciate your consideration.

Regards,

Adriana Cepeda

Adriana Cepeda
TK Elevator Corporation
4710 Eisenhower Blvd, Ste B5
Tampa, FL 33634
adriana.cepeda@tkelevator.com | +1 813 4687483

Modernization Proposal



SCOPE OF WORK

Building : City Hall
4980 City Hall Blvd

Groups Included

Group Name	# of units	Equipment Type
City Hall Passengers	2	Hydraulic

Group : City Hall Passengers
Equipment Classification: Hydraulic

Units Included

Nickname	Front Openings	Rear Openings	Side Openings	TKE Serial #
Right	3	0	0	
Left	3	0	0	

Modernization Proposal



Description of Work

Hoistway Equipment

Item Description	Option	Installed On
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	Unit(s) Right, Left
Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)	New	Unit(s) Right, Left
2019 Base Wiring Package for Two-way Communication Code	New	Unit(s) Right, Left

Car

Item Description	Option	Installed On
Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup	New	Unit(s) Right, Left
Car Top Exit Switch	New	Unit(s) Right, Left
Crosshead data tag (for existing car slings)	New	Unit(s) Right, Left
Cab Wiring Material (200MK1)	New	Unit(s) Right, Left
Car Top Railing	New	Unit(s) Right, Left
Cab Exhaust Fan: Two Speed	New	Unit(s) Right, Left

Controller

Item Description	Option	Installed On
MAX Link 2-Line ATA kit	New	Group City Hall Passengers
eMax Monitoring Device Provisions	New	Group City Hall Passengers
Battery Lowering in Controller	New	Unit(s) Right, Left
Solid State Starters (6 or 12 leads) 460 / 575 VAC	New	Unit(s) Right, Left
TAC 32 Controller (Includes Options listed below) <ul style="list-style-type: none"> • 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 	New	Unit(s) Right, Left
Tenant Security	New	Unit(s) Right, Left

Modernization Proposal



Car Fixtures

Item Description	Option	Installed On
Main Car Station Includes Options Below	New	Unit(s) Right, Left
Emergency Light mounted in COP	New	Unit(s) Right, Left
No Smoking (Verbiage Engraved on Locked Compartment with Cast Symbol)	New	Unit(s) Right, Left
Speaker Pattern for Intercom System/ADA Phone	New	Unit(s) Right, Left
Cast Braille Plates for Car Features	New	Unit(s) Right, Left
Vandal Resistant Floor Buttons. Stainless Steel #4 finish. Blue halo illumination.	New	Unit(s) Right, Left
Two-way Communication Position Indicator	New	Unit(s) Right, Left
Locked Service Cabinet	New	Unit(s) Right, Left
Handicap Signal (Passing signal)	New	Unit(s) Right, Left
2004 and later Fire Service Phase II Features (includes instructions signage)	New	Unit(s) Right, Left
ADA Phone System integral with COP (Rath)	New	Unit(s) Right, Left
#4 Stainless Steel Finish (441)	New	Unit(s) Right, Left
<ul style="list-style-type: none"> Column Type Swing Return for New/Existing Dover/tkE Cabs) 	New	Unit(s) Right, Left
Certificate Window	New	Unit(s) Right, Left
Standard Key Switch Package <ul style="list-style-type: none"> Fan Light Independent Stop Inspection/Hoistway Enable) 	New	Unit(s) Right, Left
Car Riding Lantern (Standard) #4 S/S (441). White illumination.	New	Unit(s) Right, Left

Car Door Equipment

Item Description	Option	Installed On
LD-16 Plus Drive Only <ul style="list-style-type: none"> includes Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel) 	New	Unit(s) Right, Left
3D Cabsafe Components Package	New	Unit(s) Right, Left
Micro Light 3D 2019 Door Edge	New	Unit(s) Right, Left
Car side door equipment (tracks, rollers, car door) – the remaining door equipment will be retained.	RETAIN	Units Right, Left

Pit Equipment

Modernization Proposal



Item Description	Option	Installed On
Pit Stop Switch	New	Unit(s) Right, Left

Jack – Retain jack and piston assembly

Item Description	Option	Installed On
Packing (jack seal packing)	New	Unit(s) Right, Left

Hall Fixtures

Item Description	Option	Installed On
2009 & 2010 Elevator Communications Failure add	New	Group(s) City Hall Passengers
Hall Stations with <ul style="list-style-type: none"> Appendix O (Polycarbonate insert flame) Fusion. Stainless Steel #4. Main Egress hall station will include fire service Phase I Key Switch and Engraved Instructions. 2009 & 2010 communications failure indicator. Terminal Hall Station at 1st floor will be SURFACE mounted Hall stations at landings 2 and 3 will be FLUSH mounted to match existing. 	New	Group(s) City Hall Passengers
Hall Lantern White Up/Down LED's. Stainless Steel #4. To replace existing at landings 2 and 3	New	Unit(s) Right, Left
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	Unit(s) Right, Left
Hall Position Indicator to replace existing at 1 st floor landing. Digital. Blue illumination.	New	Unit(s) Right, Left
Standalone Hoistway Access Station. Stainless Steel #4 finish.	New	Unit(s) Right

Hoistway Door Equipment

Item Description	Option	Installed On
Interlock / Pick up Assemblies for existing Dover Operators. Includes closers to replace existing at ALL landings	New	Unit(s) Right, Left
Gibs to replace existing at ALL landings	New	Unit(s) Right, Left

Miscellaneous

Item Description	Option	Installed On
Elevators Permits & Inspection	Included	Unit(s) Right, Left
Adjusting & Pre-testing	Included	Unit(s) Right, Left

Modernization Proposal



Item Description	Option	Installed On
Standard Cleaning & Painting	Included	Unit(s) Right, Left

The following items will be completed by third party labor or suppliers through the coordination of TK :

WORK BY OTHERS / BUILDING RELATED WORK – INCLUDED IN BASE BID

- ELECTRICAL – INCLUDED
- HVAC - INCLUDED
- FIRE SERVICE UPGRADES – INCLUDED
- CUTTING AND PATCHING – NOT INCLUDED

Scope of Work of the Building Related Work by Others as follows:

ELECTRICAL:

1. Retain and rebuild the existing electrical disconnect for the elevator controller mainline power. Verify and install rejection clips. Verify proper earth ground, and ensure it is in line of sight of the controller. Provide properly sized fuses.
2. Provide new auxiliary contact in the mainline disconnect for battery lowering. Provide one (1) set of signal wires and normally closed contact connection.
3. Retain and rebuild the existing 30A/240V fused/lockable electrical disconnect for the elevator cab lighting. Remove multiple fusing options and provide 15A fuses. **Final connection to controller by elevator contractor.**
4. Install new conduit and wiring as needed from the new disconnects to the new elevator controllers. **Final connection to controller by elevator contractor.**
5. Remove any conduit, wiring and boxes not scheduled for retention in the machine rooms.
6. Provide new Cat-6 cable from two-way communications gateway to each group elevator controller (max 25ft.). **Owner responsible to provide internet network connection via Cat-6 or wireless router into elevator machine room. Final connection by elevator contractor.**
7. Replace existing light fixtures in the machine room as needed with new guarded LED fixtures to reach 19fc in all machine room areas.
8. Install new conduit and boxes, as necessary within the machine room, for phone line and fire alarm initiating devices. **Owner responsible for providing phone line in machine room.**
9. Install new GFCI receptacles in the machine room, utilizing the existing receptacle outlet box.
10. Install new GFCI receptacle and in-use cover in the pit, utilizing existing receptacle outlet box.
11. Install new 20A standard receptacle for sump pump with in-use cover.
12. Provide two (2) new 4ft. vapor tight LED light fixtures in the pit as needed to meet 10fc illumination.

FIRE ALARM:

1. Provide any required re-programming of the existing primary, alternate and fire hat relays to accommodate new controller inputs.
2. Provide new contact wire and conduit from the existing fire alarm initiating devices to the controller trades box.
3. Provide pre-test and final inspection coordination with state inspector.

HVAC/VENTILATION:

Modernization Proposal



1. Retain the existing exhaust system in machine room that is currently providing acceptable means of temperature and humidity control. EBRW shall provide a new 30A/240V service disconnect in the machine room or:
2. Provide a new 10,000 BTU portable air conditioner with 20A GFCI protected single use outlet, exhaust, flashing, and vent.

MISCELLANEOUS:

1. Furnish and install fire rated patches and fire stopping as needed to fill any existing holes or voids in the elevator machine room.

Modernization Proposal



01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Booking Process, Survey and Order of Materials	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	3 - 4 months
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	2 - 2.5 Weeks PER elevator

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

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.

02 Payment of Work

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.

Modernization 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.

Contract Value		\$157,835.00
Contract Execution & PO	0%	\$0.00
Design/Engineering Fees (upon factory completion)	30%	\$47,350.50
Project Mobilization Fees (Material shipping & deliver to TKE Distribution Center)	30%	\$47,350.50
Progress Payments or Elevator Turnover (due at time of inspection)	40%	\$63,134.00

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 and are valid until December 31, 2025 .

Modernization Proposal



03 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.

04 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.

05 Work Not Included

UNLESS LISTED UNDER WORK BY OTHERS/BUILDING RELATED WORK SCOPE OF WORK.

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

Modernization Proposal



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 hoist 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;
2. Purchaser shall provide:
 - 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;

Modernization Proposal



- 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;

06 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 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

Modernization Proposal



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.

07 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 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.

Modernization Proposal



- 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.

08 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.

Modernization Proposal



- 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.

MAX Link

"MAX Link" is a service by which TK Elevator will provide eligible Units, through a MAX Device, a cellular connection as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications." The cost of MAX Link hardware is included in the price of this Proposal. Activation and service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications."

The cost of Multimedia Monitoring service **is not included in the price of this Proposal**. Continued service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

09 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.

Modernization Proposal



e. 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.

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.

Modernization 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 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

Modernization Proposal



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.

Modernization 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 Fifty Seven Thousand Eight Hundred Thirty Five Dollars (\$157,835)** 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 North Port – City Hall
(Purchaser):**

TK Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)

Kelly Schafer
Sales Manager

(Date of Execution)