

MODERNIZATION PROPOSAL



Modernization Proposal



December 22, 2025

Kootenai Co Juvenile Modernization

Purchaser:	Kootenai County Buildings & Grounds	Project	KOOTENAI CTY JUVENILE
Address:	331 W Garden Ave Coeur D'Alene, ID 83814	Location:	JUSTICE
		Address:	205 N 4TH ST COEUR D ALENE, ID 83814-2870

TK Elevator Corporation (hereinafter "TK" or "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$381,927.77** to modernize the elevator equipment described in the pages that follow at the above-referenced location. Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Proposal but also all applicable sales tax.

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

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

The price above does not include any value added taxes, tariffs, duties, and/or similar charges or the financial impacts to TK Elevator caused thereby. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including the imposition of taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

Furthermore, all preparatory work by other trades must be completed and elevator equipment shipped by 08-11-2026 and the installation must be completed by 10-15-2026, 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.

In the event you have any questions regarding the content of this Proposal please contact me at 1 210 4463313

We appreciate your consideration.

Regards,

James Reinholdt

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James Reinholt
TK Elevator Corporation
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Spokane Valley, WA 99206
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SCOPE OF WORK

Building : Kootenai County Juvenile Justice Ctr.
205 N 4TH ST

Groups Included

Group Name	# of units	Equipment Type
Group 1	1	Traction

Group : Group 1

Equipment Classification: Traction

Units Included

Nickname	Front Openings	Rear Openings	Side Openings	TKE Serial #
Elevator 1	4	0	0	US136967

Description of Work

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Controller Item Description	Option	Installed On
TAC 32T Controller (Includes Options listed below) • 24 VDC Signal Voltage • Electronic Door Detector Interface	New	Elevator 1
eMax Monitoring Device Provisions	New	Group 1
Machine Room Wiring Package	New	Elevator 1
tkE Green Drive 200D VVVF AC Drive / Regenerative 30R	New	Elevator 1
Emergency Power	New	Elevator 1
Tenant Security 3-1 (Card Reader Provisions)	New	Elevator 1
Regen Disable (DB Resistors for Emergency Power)	New	Elevator 1
Dynamic Braking System - includes DBU (Dynamic Braking Unit) and resistor cabinet	New	Elevator 1
THY Board / CE Driver Board	New	Elevator 1
Position Indicator	New	Elevator 1
Transformer for Geared	New	Elevator 1
MAX Link 2-Line ATA kit	New	Group 1
Fire Service	New	Elevator 1
Hall Lanterns	New	Elevator 1
Hoistway Access	New	Elevator 1
Loadweigher Controls	New	Elevator 1
User Interface Tool	New	Elevator 1
Hoistway Enable/Inspection Operation	New	Elevator 1

Car

Item Description	Option	Installed On
Retain Safeties	Retain	Elevator 1
Crosshead data tag (for existing car slings)	New	Elevator 1
tkE Cable Strain Loadweigher	New	Elevator 1
Fan: Two Speed	New	Elevator 1
Fan Grill Standard	New	Elevator 1
Toe Guard for 2000 code (48")	New	Elevator 1
Cab Wiring Material	New	Elevator 1
5 Pin Lock with electric contact for Car Top Exit	New	Elevator 1
Car Hitch Plate Kit	New	Elevator 1
Car Top Railing	New	Elevator 1

Hoistway Door Equipment

Item Description	Option	Installed On
Retain Hoistway Doors	Retain	Elevator 1

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Machine

Item Description	Option	Installed On
Hollister Whitney GT11 Geared Machine Imperial AC Motor includes: <ul style="list-style-type: none"> Encoder Brake switch Traction Sheave and Guard Deflector Sheave and Guard (if applicable) Machine Block up Assembly Isolation 	New	Elevator 1
Machine Isolation beams for HW GT machines	New	Elevator 1
Traction Layout - Machine Room Only	New	Group 1
Traction Layout - Machine Room Only (Overhead)	New	Elevator 1
Blocking Beams (for Geared applications with Deflector Sheaves in MR)	New	Elevator 1
HW Rope Gripper Model 622 with Standard Plate	New	Elevator 1
Acculube rope lubricators and mounting brackets	New	Elevator 1
Hoist Cables, traction steel, preformed	New	Elevator 1
Car/Cwt shackles w/springs (pairs per 1/2" or 5/8" rope)	New	Elevator 1

Cab

Item Description	Option	Installed On
Retain Cab Interior	Retain	Elevator 1
Retain Cab Flooring	Retain	Elevator 1
Car Door (2SSS, #4 S/S (441))	New	Elevator 1

Governor

Item Description	Option	Installed On
16" Governor without Encoder (includes Tail Sheave)	New	Elevator 1
Governor Rope	New	Elevator 1
Governor/Safety Accessory Kit	New	Elevator 1

Pit Equipment

Item Description	Option	Installed On
Pit Stop Switch	New	Elevator 1

Hoistway Equipment

Item Description	Option	Installed On
TAC 32T Field Friendly Wiring Package: <ul style="list-style-type: none"> Includes single flat traveling cable with coax hoistway wiring interlock wiring interlock connectors discrete wiring FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED. 	New	Elevator 1
APS (Absolute Positioning System) for TAC32T with Final Limit Switches	New	Elevator 1
Hoistway Duct Kit (per run)	New	Group 1
Alarm Bell (for hoistway)	New	Elevator 1

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Car Door Equipment

Item Description	Option	Installed On
Micro Light 3D 2019 (Front)	New	Elevator 1
3D Cabsafe Components Package (Front)	New	Elevator 1
Front Door Operator (2SSS) Additional Lead Time	New	Elevator 1
LD-16 Plus Door Operator with Complete carside equipment (FRONT) <ul style="list-style-type: none"> includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel) 	New	Elevator 1

Car Fixtures

Item Description	Option	Installed On
Main Car Station (COP)	New	Elevator 1
Smart Rescue Phone 5 Standalone	New	Kootenai County Juvenile Justice Ctr.

Hall Fixtures

Item Description	Option	Installed On
Hall Stations Terminal	New	Group 1
Hall Stations Intermediate	New	Group 1
Hoistway Access	New	Elevator 1
Car Identification Plate (Pair)	New	Elevator 1
Jamb Braille (Pairs)	New	Elevator 1
Hall Lanterns	New	Elevator 1
Elevator Communication Failure Jewel & Keyswitch	New	Group 1
Emergency Power Jewel	New	Group 1
Fire Service Plastic Signage and Keyswitch	New	Group 1

Non-elevator Scope of Work

- Inclusions:**
- Patch vent and duct openings in each machine room to 1-hour rating
- Patch various holes as needed in hoist way to a 1- hour fire rating.
- All fire caulking between different wall type transitions in machine rooms and hoist ways
- Patch/fire calk all openings in machine rooms, pits, and hoist ways.
- New lighting in elevator pits to meet code requirements.
- Add GFCI outlet if needed in the Elevator machine room and pit to meet code requirements.
- Alter necessary conduits and device locations for the elevator pit to meet code requirements.
- Relocate elevator disconnect if required within 2ft of the doorway per code.
- Dedicated Phone Line Piped and wired. (Termination location of phone lines need to be identified by owner.)
- (1) 12,000 BTU ductless split system
- Permit - Mechanical and Electrical
- New 90 Min fire rated door and Frame
- New 6'x4' hatch for machine room
- Roofing requirements for the patching on the machine room penthouse after hatch installation
- Structural Engineering for hatch opening.
- Hoisting requirements for project. Planned two crane trips.
- Saw cutting concrete for new required roof hatch in the machine
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20. **Exclusions:**

- 21. Removal or relocation of any wiring not pertaining to the elevator system.
- 22. Electrical Main/Sub Panel Modifications
- 23. Hoist way Ventilation/Pressurization - Door Fire Screens and Door mags.
- 24. Fire Sprinkler modifications of any kind are not in this proposal.
- 25. Material and cost escalation
- 26. Fire Alarm, (Appears to be complete)
- 27. Payment and Performance bonds
- 28. Unforeseen hidden conditions
- 29. Any work not detailed above in the inclusions.
- 30. Removal or handling of Asbestos or any other hazardous materials
- 31. WSST

32.

33. **Clarifications:**

- 34. Pro Mechanical assumes there is adequate space and power available to power new equipment.
- 35. Pro Mechanical is assuming that there are ground wires existing for elevator existing circuits.
- 36. The termination location of phone lines needs to be identified by the owner.
- 37. Monitoring services needed for the fire Smoke system will be provided and addressed by the owner.
- 38. Pro Mechanical assume the working hours will be between 6:00am and 5:00pm.
- 39. Pro Mechanical will obtain the necessary permits for Electrical.

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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
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	19-22 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	8 - 10 Weeks

*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, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at 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. Pictures will not be provided. 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.

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

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

Proposal price:		\$381,927.77
Initial progress payment:	(50%)	\$190,963.89
Material furnished:	(25%)	\$95,481.94
Total of remaining progress payments:	(25%)	\$95,481.94

Purchaser may elect to finance all or a portion of the purchase price for the work described in this Agreement through TK Elevator's financing partner ("Financing Partner"), subject to the Financing Partner's approval and the terms of a separate financing agreement ("Financing Agreement") between Purchaser and Financing Partner. Purchaser acknowledges and agrees that [(i) Financing Partner is in no way affiliated with TK Elevator, (ii) Financing Partner will make any decision to offer financing to Purchaser independently and in accordance with its internal lending policies, (iii) TK Elevator cannot guaranty that Financing Partner will agree to provide financing to Purchaser on acceptable terms or at all, (iv) TK Elevator may be compensated by the Financing Partner in the event Purchaser enters into a Financing Agreement, and TK Elevator will not be a party to the Financing Agreement and shall have no responsibility for, and hereby expressly disclaims any liability arising out of or relating to, any decision on the part of Financing Partner to provide or decline to provide financing to Purchaser, and the negotiation, execution, performance, enforcement, or termination of any Financing Agreement. Purchaser acknowledges and agrees that Purchaser shall remain unconditionally and irrevocably liable to TK Elevator for any unpaid balance owing hereunder and TK Elevator's acceptance of the Financing Partner as a payment source shall not constitute a novation, satisfaction, waiver, or release of Purchaser's payment obligations under this Agreement.

Notwithstanding the foregoing, in the event Purchaser enters into a Financing Agreement with the Financing Partner and the Financing Partner fails or refuses to disburse any portion of the purchase price to TK Elevator for any reason, including without limitation default by either party under the Financing Agreement, bankruptcy or insolvency of either party, or termination of the Financing Agreement for any reason any unpaid purchase price then owing by Purchaser which shall be payable immediately by Purchaser upon demand by TK Elevator in accordance with this Agreement. Purchaser hereby waives any right of setoff, counterclaim, defense, or deduction against TK Elevator based on any act or omission of the Financing Partner. Purchaser further agrees that any assignment by TK Elevator to the Financing

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Partner of the right to receive payment hereunder shall not impair TK Elevator’s rights or remedies in the event of nonpayment. The obligations of Purchaser under this paragraph shall survive any termination, cancellation, or expiration of this Agreement.

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	\$365.00
Mechanic (OT) per hour	\$627.00
Team (Standard) per hour	\$657.00
Team (OT) per hour	\$1,129.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 10-15-2026 .

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. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator’s software that is licensed for the Owner’s use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of

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ownership. 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

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.

- a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:

05 Work Not Included

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

A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
 - 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.
 - 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.
 - Adequate bracing of entrance frames to prevent distortion during wall construction.
 - 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.
 - 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;
 - The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
 - Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
 - TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

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B. Electrical and Life Safety:

- 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;
- Purchaser shall provide:
 - permanent 3-phase power with 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. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
 - 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;
 - any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
 - conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - 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 Unit controller;
 - a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;
 - emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - emergency power operation is included as part of the design of the Unit 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.
 - 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 Unit;
 - confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit 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:

- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;

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06 Working Hours, Logistics and Mobilization

- 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 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 Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$125.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.
- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit 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, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- You agree that if you are not ready to permit us to begin the installation of the equipment when we notify you when all or part of it is ready for shipment, you will immediately pay us a sum equal to the amount which would be payable to us if the elevator equipment or such part of it had actually been shipped and delivered. Unless you promptly provide to us a secure and convenient storage area, we are authorized to warehouse the elevator(s) at your risk and in any event, you shall reimburse us for all costs due to extra handling and warehousing.
- TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 (minimum) 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.
- 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.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
- 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.

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- 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.
- 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

- Unless required by specification, TK Elevator will not provide for “temporary use” of the Unit(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. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator’s billing rates listed in this proposal or TK Elevator’s local service billing rates.
- Cost for temporary use of a Unit shall be \$250.00 per calendar day for each traction elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit 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 Unit up to 10 floors in addition to costs for replacement or refurbishment of equipment based on special circumstances. 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 the billing rates listed in this proposal or TK Elevator’s local service billing rates.
- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors 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 entire cost of each re-inspection which shall be \$1,500.00 per Unit and a remobilization fee which shall be \$5,000.00 per Unit, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.
- 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” prior to turnover of each Unit. 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.
- 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 billing rates as shown in this proposal.

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- 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.
- Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- 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. Any additional electronic copies or hard copies required will be subject to an additional charge of \$275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.

08 MAX

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

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

09 Additional Terms and Conditions

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- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. The pricing set forth in this Agreement does not include any value added taxes, tariffs, duties, or similar charges imposed by governmental authorities or the financial impacts to TK Elevator caused thereby. Contractor is responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Agreement above and beyond the pricing set forth in this Agreement for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after April 2, 2025; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after April 2, 2025. In addition to the Agreement price, when the materials and/or components called for in this Agreement are ready to ship, TK Elevator will provide Contractor with a change order(s) covering the additional amounts associated with the reasons set forth in the three (3) categories above along with profit and overhead which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any 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 Proposal price, the amount of the change, and new Proposal 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

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hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner of 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 parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability

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insurance policy(ies). Such insurance must insure TK Elevator parties 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 parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

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

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

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) 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 United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the UN Security Council; or (vi) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

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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 Three Hundred Eighty One Thousand Nine Hundred Twenty Seven Dollars and Seventy Seven Cents (\$381,927.77) plus any applicable sales tax.

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.

TK Elevator Corporation Management Approval

(Purchaser):

By:

(Signature of Authorized Individual)

greg manley

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)

Jonathan Powell
Branch Manager

(Date of Execution)



MODERNIZATION FINANCING PROGRAM

Need to modernize your elevator or escalator quickly but it's not in the budget? TK Elevator has partnered with GreatAmerica Financial to offer financing for Modernization Projects in the United States and Canada.

Program Details:

Term Durations: 12 - 60 months

Loan Size: \$50,000 - \$5,000,000*

100% of Project Financing Available

Fixed Interest Rates

FAST Credit Approval!

Loans under \$500,000 – SAME DAY

Loans over \$500,000** – 24 to 72 Hours

Example of \$150,000 financed over a 60-month period at various interest rates:

Rate	Number of Payments	Payments per month
9.99%	60	\$3,186.32
10.99%	60	\$3,260.62
11.99%	60	\$3,335.91
12.99%	60	\$3,412.19

The above example's finance rates, number of payments, payment frequency and payment amounts are for illustrative purposes only and subject to change.

* Loans larger than \$5,000,000 may be accepted.

** All loans subject to credit approval.

Additional Information:

Program eligibility requires execution of 5-year maintenance agreement with TK Elevator.

Specific financing terms, rates and conditions will vary based on creditworthiness and GreatAmerica Financial's other terms and conditions.

Not all applicants will qualify.

TK Elevator may receive compensation from GreatAmerica as part of this program.

TK Elevator is not a licensed lender and does not originate or arrange financing.

TK Elevator is not responsible for GreatAmerica Financial's products or services, or how GreatAmerica Financial handles an applicant's information.