

**AGREEMENT regarding ELEVATOR MODERNIZATION at the  
LARAMIE COUNTY GOVERNMENT COMPLEX  
between  
LARAMIE COUNTY and TK ELEVATOR CORPORATION**

THIS Agreement is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, (“COUNTY”) and TK Elevator Corporation, 788 Circle 75, Parkway SE, Suite 500, Atlanta, GA 30339 (“TKE”) (Hereinafter, individually referred to as “Party” and collectively referred to as “The Parties”). The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is for TKE to furnish labor and material for modernization of three elevators at the Laramie County Government Complex, located at 309 West 20<sup>th</sup> Street, Cheyenne, WY 82001, pursuant to TKE’s response to COUNTY’s Request for Proposal with a Closing Date of October 16, 2025, attached and incorporated herein as “**Attachment A**” (hereinafter referred to as “Proposal”), TKE’s Project Specific Clarifications attached and incorporated herein as “**Attachment B**” (hereinafter referred to as “Project Scope”), TKE’s scope and description of work, attached and incorporated herein as “**Attachment C**” (hereinafter referred to as “SOW”), and TKE’s terms and conditions attached and incorporated herein as “**Attachment D**” (hereinafter referred to as “T&C”).

**II. TERM**

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until this Agreement is completely performed, as determined by the County, is terminated by the parties in accordance with this Agreement, whichever occurs first.

**III. RESPONSIBILITIES OF TKE**

TKE shall furnish labor and material for modernization of three elevators at the Laramie County Government Complex, located at 309 West 20<sup>th</sup> Street, Cheyenne, WY 82001 as specified by their Proposal, Project Scope and SOW.

**IV. RESPONSIBILITIES OF COUNTY**

COUNTY agrees to pay three hundred ninety-seven thousand eight hundred sixty-eight dollars and forty-three cents (\$397,868.43) for the services provided by TKE herein. Upon execution of this Agreement, County shall pay TKE in accordance with the following milestone payment schedule. Forty percent (40%) of the Agreement price, one hundred fifty-nine, one hundred forty-seven thousand dollars and thirty-seven cents (\$159,147.37) prior to material being released for fabrication. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals and drilling mobilization (if required). Twenty percent (20%) of the Agreement price, seventy-nine thousand five hundred seventy-three dollars and sixty-nine cents (\$79,573.69) shall be due and payable when the material has been furnished. Material is considered furnished when TKE has purchased the material and has been received at the jobsite

or TKE's warehouse. Receipt of payment is required prior to mobilization of labor. Forty percent (40%) of the Agreement price, one hundred fifty-nine, one hundred forty-seven thousand dollars and thirty-seven cents (\$159,147.37) upon final completion and acceptance by the County. Contractor 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.

## **V. MODIFICATIONS TO Terms and Conditions**

1. Section 01, "PAYMENT OF WORK" in T&C is hereby **removed** as all payment terms and obligations are more specifically and appropriately addressed by the General Provisions of this Agreement (Section VI below), the Proposal, Project Scope and SOW, herein.
2. Section 04, "WORK NOT INCLUDED" in T&C is hereby **removed** as the limitations on the scope of this Agreement and project, and obligations of COUNTY to prepare for the project are more specifically and appropriately addressed by the General Provisions of this Agreement (Section VI below), the Proposal, Project Scope and SOW, herein.
3. Section 06, "TEMPORARY USE, INSPECTION and TURNOVER" in T&C is hereby **removed** as inspection and turnover are appropriately addressed by the General Provisions of this Agreement (Section VI below), the Proposal, Project Scope and SOW, herein. In the event temporary use is later contemplated, the Parties will enter into an Addendum to this Agreement.
4. Section 07, "MAX" in T&C is hereby **removed** as this project contemplates COUNTY providing their own monitoring systems, appropriately addressed by the General Provisions of this Agreement (Section VI below), the Proposal, Project Scope and SOW, herein. In the event temporary use is later contemplated, the Parties will enter into an Addendum to this Agreement. TKE agrees to not install MAX or any additional monitoring system without first obtaining permission from COUNTY'S IT Department, and through Addendum to this Agreement.
5. Section 08, "ADDITIONAL TERMS and CONDITIONS", sections "a", "e", "k", "l", "m", "o", "p", "q", "r", "s", "u" and "v" in T&C are hereby **removed** as these provisions are either contrary or covered by the terms of the General Provisions of this Agreement (Section VI below), the Proposal, Project Scope and SOW, herein. In the event temporary use is later contemplated, the Parties will enter into an Addendum to this Agreement.

**All "removed" items under these Modifications section will have no force or effect on the Parties.**

## VI. GENERAL PROVISIONS

A. Entire Agreement: This entire agreement (consisting of forty seven (47) pages) consists of: this Agreement seven (7 ) pages; Exhibit A, Proposal nineteen (19) pages, Exhibit B, Project Clarifications, two (2) pages, Exhibit C, Scope of Work, eight (8) pages, and Exhibit D, Terms and Conditions, ten (10) pages; and these pages represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The Agreement, Proposal, Project Clarifications, Scope of Work and Terms and Conditions collectively, shall be referred to as the “Entire Agreement” for the remainder of the document.

B. Independent Contractor: The services to be performed by TKE are those of an independent contractor and not as an employee of COUNTY. TKE is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. TKE assumes responsibility for its personnel who provide services pursuant to the Entire Agreement and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. TKE is free to perform the same or similar services for others.

C. Assignment: Neither the Entire Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: The Entire Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of the Entire Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Entire Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree the Entire Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Entire Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive COUNTY’s governmental immunity as provided in the Entire Agreement

G. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Entire Agreement because of race, color, gender, creed, handicapping condition, or national origin.

H. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

I. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the Entire Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Entire Agreement.

J. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Entire Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Entire Agreement shall operate only between the parties to the Entire Agreement and shall inure solely to the benefit of the parties to the Entire Agreement.

K. Indemnification: Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

L. Conflict of Interest: COUNTY and TKE affirm, to their knowledge, no TKE employee has any personal beneficial interest whatsoever in the Entire Agreement described herein. No staff member of TKE, compensated either partially or wholly with funds from the Entire Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Entire Agreement

M. Insurance: TKE shall carry liability insurance sufficient to cover its obligations under the Entire Agreement, TKE shall furnish COUNTY with the entire policy, original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive TKE'S obligation to provide them. All foregoing aggregates shall be per policy, not per project/location. Insurance including completed operations coverage shall be maintained for one (1) year after acceptance of Subcontractor's work by Contractor. Any additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by TKE's acts, actions, omissions or neglects and shall not apply to the extent caused by the additional insured's own acts, actions, omissions, or neglects or are the subject of bare allegations.

1. Minimum Limits of Coverage: Insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence with a **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If TKE maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by TKE.

2. **Primary and Non-Contributory:** For any claims related to this contract, TKE'S **insurance coverage shall be primary insurance** as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the TKE'S insurance and shall not contribute with it.
3. **Waiver of Subrogation:** TKE hereby grants to COUNTY **a waiver of any right to subrogation** which any insurer of said TKE may acquire against the Entity by virtue of the payment of any loss under such insurance. TKE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
4. **Additional Named:** COUNTY, its officers, officials, employees and volunteers are **to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the TKE'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. **Additional Named status shall be reflected on any certificate of insurance** and/or TKE will provide COUNTY with a copy of the appropriate endorsement to the policy reflecting the additional named status.

N. Force Majeure: Neither party shall be liable to perform under the Entire Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by TKE, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify TKE at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Entire Agreement in order to acquire similar services from another party.

P. Retention of Records. TKE agrees to retain all required records for three (3) years after the COUNTY makes final payment and all other matters relating to this Agreement are concluded. TKE agrees to permit access by COUNTY or any of its duly authorized representatives to any books, documents, papers and records of TKE which are directly pertinent to this Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by TKE under this contract shall be considered the property of COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for convenience of COUNTY, will be turned over to COUNTY.

Q. Termination: The Entire Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the Entire Agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties. In the event of termination for any reason other than TKE's actual default, County agrees to pay TKE the proportional contract value of work performed including contract value of materials in process of fabrication, in transit, stored at jobsite or in TKE's possession. County agrees to limit possession to work, and materials previously paid for by County to TKE.

R. Notices: All notices required and permitted under the Entire Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and the Project Scope, SOW, or T&C, the provisions and conditions set forth in this Agreement shall control.

T. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

U. Tariff Provision. All existing tariffs have been accounted for in the pricing in Section IV. Any future value added taxes, tariffs, duties, and similar charges imposed upon TKE will be mutually agreed upon by both parties, through a written change order. The County requires TKE to provide written proof of any said imposed tariff. This detail shall include a detailed breakdown of the dollar value of the tariff, to include a breakdown of what material or equipment the tariff is being applied to.

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between  
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**Signature Page**

LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Board of Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

TK ELEVATOR CORPORATION

By: Erin Alford \_\_\_\_\_ Date 2/5/2026

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

Signed by: \_\_\_\_\_  
By: 10F44F1FA647414... \_\_\_\_\_ Date 2/9/2026  
Laramie County Attorney's Office  
Senior Deputy

**EXHIBIT A**

**Modernization RFP Form**  
**Laramie County Government Complex**  
**309 W 20<sup>th</sup> St Cheyenne, WY 82001**  
**Prepared by James Shank**  
**Modernization Representative**

**Table of Contents**

- Respondents Profile/Cover Letter
- Completed Proposal Form
- References
- Conflict of Interest Disclosure Form
- Clarifications
- GC Scope of Work
- Maintainability by Others Letter
- TKE Work Order
- Payment Terms
- Approximate Duration/Lead Times

**Project:**

Laramie County Government Complex  
309 W 20<sup>th</sup> St.  
Cheyenne, WY 82001

**Purchaser/Client:**

Laramie County  
309 W 20<sup>th</sup> St.  
Cheyenne, WY 82001

**Subject: Elevator Modernization – Laramie County Government Complex**

Dear Laramie County,

Thank you for giving us the opportunity to submit a bid for the Laramie County Government Complex. Our team stands ready to provide you with a well-organized, strategized, and cost effective solution for the modernization of the elevator equipment on site. We hope for the chance to meet with you and your team to discuss our bid in greater detail.

Below, I have broken down some highlights as to what makes us stand out from our competition. Proudly, TK Elevator is the largest elevator company in the Americas and in the State of Colorado. TK Elevator has been, and continues to be, the market leader in manufacturing, installation and maintenance/service of elevators, escalators and moving walks. We install more vertical transportation equipment than any other manufacturer in North America and perform maintenance on over 250,000+ units across the continent. TK Elevators' breadth of geographical coverage undoubtedly provides our clients with the best elevator service, repair, and modernization coverage available.

**Highlights include:**

- TK Elevator's Fort Collins Colorado office is approximately a 45-minute drive to Laramie County Government Complex, making service/repair response quick of the need/request. In addition, TK's 5 additional offices provide further back-up for necessary parts and additional support.
- TK Elevator has six (6) offices in Colorado: Denver Downtown, Denver (Centennial), Eagle, Colorado Springs, Fort Collins and Denver International Airport (DIA-DEN).
- TK Elevator has over 30 dedicated modernization crews with the ability to increase crew assignments per request.
- TK Elevator hires over 40% of all available elevator technicians in Colorado.
- TK Elevator has extensive design and installation experience with a variety of elevator systems including any existing traction and hydraulic equipment needs. Within the past several years, the TK Elevator modernization team has performed work on many jobs with scopes like that found at the Laramie County Government Complex. Reference projects have been included for your review.

In closing, the TK Elevator team would like to thank Laramie County for including our firm in the bid process for your elevator modernization and maintenance needs. We welcome scheduling a post-bid meeting between our collective teams to discuss our bid package in further detail. In the interim, should you require further information, please do not hesitate to contact me anytime directly at 425-588-5619 or via email at [james.shank@tkelevator.com](mailto:james.shank@tkelevator.com).

Very best regards,  
James Shank  
Modernization Sales Representative

**REQUEST FOR PROPOSAL**  
**For**  
**Modernization of elevators 1 2 and 3**  
**At the Laramie County Government Complex**  
**309W. 20<sup>th</sup> St.**  
**Cheyenne WY, 82001**

**Closing Date: October 16, 2025**

**Purpose of RFP**

**Laramie County is soliciting competitive sealed proposals from qualified contractors for a full modernization on passenger elevators 1, 2, and 3. These elevators are located at 309 W. 20<sup>th</sup> St. Cheyenne Wy.**

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- 2.0 Scope of Services
- 3.0 General Terms & Conditions
- 4.0 Submittal Requirements
- 5.0 Disclosures

Attachments

- Proposal Page
- Conflict of Interest Form

## 1.0 PURPOSE & OVERVIEW

Laramie County is soliciting competitive sealed proposals from qualified contractors for modernization of 3 elevators located at the Laramie county courthouse. Upgrading to end reliance on outdated and discontinued parts and technology while reducing downtime and service calls.

Respondents shall physically visit site and carefully examine the areas in question as to conditions that may affect the proper execution of the work. All dimensions and quantities shall be determined by the contractor. There are no electronic plans and specifications available for bid purposes. This is a public building with activity at all entrances during business hours.

## 2.0 SCOPE OF SERVICES

### Scope of Work:

Removal and disposal of all old equipment and supply and install Upgrades to power unit, controls, doors and door operators, and fixtures included on 3 elevators. Traveler cable must have minimum of one Cat 6 ethernet for county I.T. Due to high volume of traffic, only one elevator can be down at any given time. Access for elevators and lobbies must be available for public for continued use.

### Additional Notes:

1. The selected respondent shall provide all materials, labor and the necessary tools and supervision and ensure the work is completed safely and properly.
2. All work shall be completed in accordance with the specifications of the County and comply in every respect with the Building Laws, City Regulations County Regulations and Code Requirements (City, County, State, or National).
3. All work to be done during normal business hours unless specific arrangements are agreed upon.
4. Proposal to include all permits and insurance as required by Laramie County and City of Cheyenne.
5. Include timeline estimate for the project start and finish dates; and willing to agree to clauses in the final contract that the contractor may incur penalties for untimely completion.
6. Contractor shall ONLY repair, replace, upgrade, or install work as instructed.

7. Installation and repair work areas must be left in a clean and workable condition daily.
8. Building must be secure daily prior to contractor leaving premises.
9. Bidders shall visit the site and carefully examine the area in question as to conditions that may affect proper execution of the work.
10. No claims for extra costs will be allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with Laramie County or Laramie County's representative.
11. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

### **3.0 GENERAL TERMS & CONDITIONS**

#### **3.1 RFP Closing Date**

Proposals must be received by the Laramie County Maintenance Department at 309 West 20<sup>th</sup> Street, Suite 1900, Cheyenne, Wyoming 82001 no later than **2:00 p.m., local time, on October 16, 2025**. Proposals received after this time will not be considered. Tours of the proposed site can be arranged providing the tour has been scheduled in advance with the Laramie County Buildings Manager.

#### **3.2 Delivery of Proposals**

All proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):

Jason Smallwood, Buildings Manager  
309 West 20<sup>th</sup> Street, Suite 1900  
Cheyenne, WY 82001

Jason -- 307-633-4388

#### **3.3 Pre-proposal Information**

No specific pre-proposal meeting will be held. Each respondent shall contact the Laramie County Buildings Manager to discuss the proposal with the County if needed and for tours.

### **3.4 Public RFP Opening**

Only the names of the firms submitting proposals will be read aloud at the RFP opening on **October 16, 2025 at 2:15pm** at the address listed above. The proposals will be available for inspection during normal business hours in the Laramie County Maintenance Office within three (3) working days of the closing date, by appointment.

A complete tabulation of proposals will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Maintenance Department in Cheyenne at, (307) 633-4341 at least five (5) days prior to the date.

### **3.6 Proposal Form**

- A. See **Submittal Requirements** for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the proposal form, one marked "ORIGINAL" and TWO (2) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form.
- C. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.
- D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

### **3.7 Questions Concerning RFP**

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Maintenance Manager named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "Laramie County Government Complex Elevator door upgrade."

Submit questions to:

Jason Smallwood  
Laramie County Buildings Manager  
309 W. 20<sup>th</sup> Street, Suite 1900  
Cheyenne, WY 82001  
307-633-4388

### **3.8 Clarification and Addenda**

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Manager named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <http://www.laramiecounty.com> for any addenda.**

### **3.9 Award**

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities of product we purchase, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

### **3.10 Contract**

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Laramie County Maintenance Manager at (307) 633-4341.

### **3.11 Disclosure of RFP Content**

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

### **3.12 Respondent's Responsibility**

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety that and the proposal is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.
- D. Respondents are aware that Laramie County is a governmental entity in the State of Wyoming. Public Works projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Wyoming Statute § 16-6-101 to 16-6-206. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in statutes referenced in this paragraph.

### **3.13 Payment Terms**

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

### **3.14 Conflict of Interest Disclosure Form**

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

### **3.15 Minor Irregularities**

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

### **3.16 Deviations**

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise, Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

### **3.17 Waiver of Claims**

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

### **3.18 Selection Criteria**

Each proposal shall be evaluated using the following criteria:

1. Proper submittal of **ALL** documentation as required by this proposal.
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP.
4. Quality and compatibility of the work proposed.
5. Ability to accomplish project in a timely manner.
6. The benefits to Laramie County as it pertains to:
  - a. Related experience in the areas covered in the RFP.
  - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.
  - c. Experience, ability, and overall quality of past and current projects

### **3.19 Termination / Cancellation of Contract**

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered prior to the termination of the contract (i.e., reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

### **3.20 Incurred Expenses**

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

### **3.21 Presentations by Respondents**

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

### **3.22 Minimum Specifications**

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any respondent, but to ensure that the County receives quality services.

### **3.23 Respondent's Personnel**

The respondent shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every

subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

### **3.24 Claim Notice**

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

### **3.25 Proposal Acceptance/Rejection**

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

## **4.0 SUBMITTAL REQUIREMENTS**

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

#### **Tab 1 – Respondent's Profile**

A brief profile of the firm, including the firm's overall qualifications to provide services necessary to fulfill all requirements outlined in the project Scope of Work.

#### **Tab 2 - Completed Proposal Form (use attached form)**

#### **Tab 3 – References**

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

#### **Tab 4 – Conflict of Interest Disclosure Form**

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

### **Tab 5 - Other Information**

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

#### **I. 5.0 Disclosures**

The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

#### **II.**

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County.

Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “**CONFIDENTIAL**” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of proposals, which are not marked as confidential,

will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

### **III. Governmental Immunity**

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFP or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP or any subsequent agreement.

### **Indemnification**

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

### **Termination**

The selection may be terminated (a) by either party at any time for failure of the other party to

comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

**Force Majeure**

Neither the respondent nor Laramie County shall be liable to perform under this RFP or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

The submission of a proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

**[The remainder of this page is intentionally left blank]**

**PROPOSAL FORM**

TO:

Jason Smallwood  
Laramie County Buildings Manager  
309 W. 20<sup>th</sup> Street, Suite 1900  
Cheyenne, WY 82001  
(307)633-4388

The undersigned hereby declares that [firm name] TK Elevator

have carefully examined the specifications to furnish: RFP – 2020 Carey Building Fire Sprinkler System, for which proposals were advertised to be received **October 16, 2025. At 2:00 pm** and further declare that [firm name] TK Elevator

\_\_\_\_\_ will furnish the said work according to specifications.

**Proposed Cost**

Total Estimated Cost for Project: \$397,868.43

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above?  X  YES \_\_\_\_\_ NO

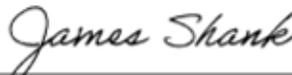
Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company TK Elevator

By James Shank (Print name)

Signature \_\_\_\_\_



Address 7367 S Revere Pkwy Unit 2A

City Denver State CO ZIP 802023

Telephone 425-588-5619 Fax N/A

E-Mail Address: [james.shank@tkelevator.com](mailto:james.shank@tkelevator.com)

DUNS# 13-044-1751 Fed. I.D. # 62-1211267

**CONFLICT OF INTEREST & DISCLOSURE FORM**

I HEREBY CERTIFY that

I (*printed name*) James Shank am the (*title*) Modernization Sales Representative and the duly authorized representative of the firm of (*Firm Name*) TK Elevator

whose address is 7367 S Revere Pkwy Unit 2A Denver, CO 80203

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: James Shank

Printed Name: James Shank

Firm Name: TK Elevator

Date: 10/16/2025

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public - State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Printed, typed or stamped commissioned name of Notary Public)

## References

1. Building Name: Charter at Beaver Creek  
Building Address: 120 Offerson Road, Beaver Creek, CO  
Name of Principal Contact: Ryan MacLachlan  
Phone Number: 970-845-3165  
Date Completed: December 2021  
Project Scope: Modernize six (6) Traction Elevators
  
2. Building Name: Doubletree Grand Junction  
Building Address: 743 Horizon Drive, Grand Junction, CO  
Name of Principal Contact: Tom Sprankle  
Phone Number: 303-785-3170  
Date Completed: December 2022  
Project Scope: Modernize four (4) Traction Elevators
  
3. Building Name: Swedish MOB  
Building Address: 360 Union Blvd, Lakewood, CO  
Name of Principal Contact: Brianna Miller  
Phone Number: 720-963-2075  
Date Completed: August 2017  
Project Scope: Modernize two (2) Traction Elevators
  
4. Building Name: Porter Adventist Hospital  
Building Address: 2525 S Downing St., Denver, CO  
Name of Principal Contact: Rick Wall  
Phone Number: 303-778-5580  
Date Completed: December 2021  
Project Scope: Modernize four (4) Traction Elevators
  
5. Building Name: Sheraton DTC  
Building Address: 7007 S. Clinton Street, Greenwood Village, CO  
Name of Principal: Phyllis Meyer  
Phone Number: 303-705-6644  
Date Completed: March 2023  
Project Scope: Modernize three (3) Traction Elevators

**CONFLICT OF INTEREST & DISCLOSURE FORM**

I HEREBY CERTIFY that

I (*printed name*) James Shank am the (*title*) Modernization Sales Representative and the duly authorized representative of the firm of (*Firm Name*) TK Elevator

whose address is 7367 S Revere Pkwy Unit 2A Denver, CO 80203

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

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This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: James Shank

Printed Name: James Shank

Firm Name: TK Elevator

Date: 10/16/2025

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public - State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Printed, typed or stamped commissioned name of Notary Public)

**EXHIBIT B**Project Specific Clarifications

1. Our bid is turn-key and includes items needed to pass 2019 elevator code requirements minus the fire system work.
  - a. It is our understanding that Summit Fire will be installing a new fire panel and fire related infrastructure prior to the modernization. If it is decided to have TKE include this portion of the project, a cost increase will occur.
2. Our scope of work is outlined below on pages 26 - 28.
3. A contract with additional terms and conditions supplied after bid submission will need to be reviewed by our contracts analyst. A amendment may be provided for negotiation.
4. Only one elevator will be down at a time during installation.
5. Purchaser will be responsible for bringing any security/data cables to the elevator machine room. If purchaser wants TKE to bring these cables to the machine room, the cables will need to be set up for us outside of the IT room on site. We will hook up any need cables to our elevator controller.
6. We have included 1 extra traveling cable per car which will be enough to support the requested 2 Cat 6A cables, 1 security line, and 1 additional line per car.
7. The additional price to install Agile Kiosks is \$21,954.55. If this option is chosen, the RFP will need to be adjusted to reflect the updated price and scope of work.

TK Elevator General Clarifications

1. All equipment provided as a part of this project shall be provided and installed in accordance with the applicable A17.1 requirements at the time of the bid/proposal. Retained equipment shall not be modified to meet A17.1 or seismic requirements, unless specifically included or clarified elsewhere. If any work is required on retained equipment, a change order will be provided detailing additional required scope and pricing.
2. TK Elevator will meet a mutually agreed upon ride quality, noise level and door time standards established between the Purchaser and elevator consultant based on existing elevator and building conditions, current PMT readings and the specified equipment to be installed as part of the modernization process.
3. All work specified herein will be performed from 6:00 AM to 4:30 PM, except scheduled union holidays ("regular working hours of regular working days") – Monday through Thursday. If, after the execution of the project agreement, overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of the project.
4. TK Elevator safety standards will supersede site specific guidelines unless a copy of site safety plan was given and included prior to proposal.
5. In the event that a code or AHJ-related change occurs during this project and requires scope modifications, Purchaser shall compensate TK Elevator for any additional material or labor required to satisfy code deviations from current code requirements at the date of bid submission.
6. All vertical transportation equipment described in this bid 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. Temporary elevator service is not included in this proposal.
7. Purchaser shall provide on-site parking to all TKE personnel at no additional cost to TK Elevator.
8. Spare parts are not included in TKE's bid pricing unless otherwise clarified.
9. TK Elevator will provide its standard OSHA-compliant barricades for all working areas accessible to the public. Should the Purchaser require custom barricades be provided, additional cost based on the required design will be submitted as a change order to the project agreement.
10. The only work by others scope included in this bid is that attached on pages 22 - 24.

11. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our workplace and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification (including providing a timely copy of any existing asbestos or lead-based paint reports on the building(s) to TK Elevator), notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser and/or Purchaser representative. This also applies to lead-based paints.
12. 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.
13. Purchaser agrees to provide, per elevator, a 30 ft X 30ft dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TKE warehouse. Any warranties provided by 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.
14. For elevator modernization projects, if the existing cabs are over 5% of the allowable weight and contracted capacity as noted on the original crosshead data tag and/or the elevators are out of balance, any additional scope of work to make code compliant will be determined on an elevator by elevator case basis and a change order for this work will proposed accordingly. In addition, TKE will not be responsible for any building structural items due to elevator exceeding the 5% allowable weight nor the under-sizing of the equipment proposed using the crosshead data tag information. Should additional or higher-rated equipment be required due to a discrepancy in the actual vs. car top crosshead data tag, additional cost may apply and will be provided via change order.
15. Initial inspection fees from the elevator Authority Having Jurisdiction (AHJ) will be covered by TK Elevator; however any re-inspection fees caused by other trades or delays outside the control of TK Elevator will be by others.
16. All work including testing shall be performed during regular working days and hours of the elevator industry unless clarified otherwise. Should the Purchaser or local AHJ require performance of work or testing to be performed outside the regular working days and hours of the elevator industry, TK Elevator will provide the Purchaser with a separate, additional proposal to accomplish the required tasks at the requested times, at an additional cost.
17. TK Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal.
18. All units will be reviewed and an applicable punch list created by the Purchaser/consultant as they are completed and prior to turn over to customer. TK Elevator will allow for one (1) week after a car is completed for the customer/consultant to provide punch list. If a punch list is not provided within one (1) week, then the cars will be considered satisfactory and no corrective actions will be required, unless a time and material (T&M) change order is issued for the requested changes.
19. TK Elevator reserves salvage rights.
20. TK Elevator requires a bonded ground wire to earth ground in the machine room for each controller. This wiring to be brought to controllers by other trades.
21. TKE's standard warranty period applies to all materials provided under the project agreement. Any software updates to the controller will be provided during continued maintenance contract only.

**EXHIBIT C**GC Scope of Work**Fire Alarm**

- Customer to install new fire alarm panel and system in facility prior to the modernization

**Fire Sprinkler**

- Remove sprinkler heads at top of shaft

**Mechanical**

- Remove, patch and fire rate two non motorized vents at top of hoistway 1
- Remove, patch and fire rate motorized damper at top of shaft of hoistway 2

**Electrical**

- Miscellaneous demolition / temporary power for the elevator
- New LED light fixtures in the machine room to bring space up to code of at least 19 candela  
New LED light fixtures in the elevator pit to bring the space up to code of at least 100 lx (10fc)
- Replace disconnects with shunt and add AUX for battery lowering
- Install new 110V lockable disconnect(s) for cab lights with 15amp Fuse
- Install new conduit in machine room between disconnects and controller
- Install new 110V GFCI in the Machine room
- Illuminated light switches for pits and machine room
- Install new 110V GFCI(s) in the Pit
- Install a new conduit for Network/ phone line to the controller
- New Power for Visual Monitoring System
- Electrical permit if required GGG=see note below under Building Plans & Documentation

**General Items**

- 100% pre-testing, final testing with elevator inspector
- Miscellaneous fire stop and patching of hoistways and machine room
- \*\*\*\*Customer to professionally clean pit of car1 prior to start of modernization

**Building Plans & Documentation: (Pricing is not in the total estimate Cost)**

- \*\*\*PLEASE NOTE: Per jurisdiction if estimate requires permitting for both fire alarm and/or electrical work (not all jobs have both). As such, existing drawings (CAD, PDF's, MEP's) of the building are necessary for the engineering of plans that are submitted for permit. The engineering and permitting portion of this estimate is predicated upon the TIMELY receipt of existing CAD, PDF's, MEP's, as needed. The job cannot proceed without drawings.

- \*\*\*ALTERNATIVELY, if existing drawings are unavailable, then FCM can procure drawings upon TIMELY request from client for an additional fee. This will result in a change order and will extend the permitting process. Failure to provide drawings or failure to authorize procurement of new drawings will result in delays that are out of the control of First Call Mods, LLC.

#### Assumptions – This proposal assumes the following:

- Any non-elevator-related equipment items in the machine room to be modified and/or relocated by owner
- First Call can use its vendors to complete the scope of work as described; preferred vendors may result in a change order.
- Inspections will be completed during normal business hours (8:00am - 4:30pm Mon - Fri)
- No service or equipment expediting; all freight shipped ground. Project expediting may be added for a fee.
- Existing Fire Alarm Control Panel is located in the correct location per Area Having Jurisdiction and the existing fire alarm system is in working condition. Existing machine room ventilation and/or HVAC meets required code parameters and elevator equipment specifications.
- Drawings and Engineering for permitting (owner to provide original electronic AUTOCAD or PDF files to work from if available). The Fire Dept requires Full plans for the scope of the project.
- Time in hoist-way to get the project done

#### Exclusions

- Monitoring service, equipment, phone lines & jacks.
- Cut and patch for new lobby wall fixtures and/or PIs
- Air Sampling in hoistway
- New code changes per the AHJ that were not required at the time of initial estimate
- CI/Fire-rated cable
- HVAC or split units
- Building Main elevator feeds replacement
- Isolation transformers or related materials or labor
- Elevator main lobby phones or related wiring
- Re-inspections: that are not the fault of FIRST CALL or its vendors
- Demolition or temporary construction materials
- Associated costs if systems are offline i.e. fire watch
- After hours: Work outside our normal business hours (8:00am - 4:30pm Mon - Fri)

- Any testing and/or abatement of asbestos, lead paint, any and all hazardous material, Sump and/or oil Separator
- Any cranes or mobilization of equipment and/or materials
- Any changes to machine room or hoist-way not detailed in the above scope of work, Supply Chain issues If Applicable
- ATS Components and hookup for back up Generator
- Modification to machine room floor hatch and Ladder



**Description of Work**

**Controller**

Item Description	Option	Installed On
TAC 32H Controller (Includes Options listed below) <ul style="list-style-type: none"> <li>• 24 VDC Signal Voltage</li> <li>• Electronic Door Detector Interface</li> </ul>	New	2,3,1
eMax Monitoring Device Provisions	New	Only
Solid State Starters (6 or 12 leads) 460 / 575 VAC	New	2,3,1
Battery Lowering in Controller (10-D-0C)	New	1,2,3
Tenant Security 3-1 (Card Reader)	New	1,2,3
Tenant Security 4	New	1,2,3
Viscosity Control (Required over 150 FPM)	New	1
Position Indicator	New	1,2,3
Inconspicuous Riser Landings 1, 2 & 3	New	1
Fire Service	New	1,2,3
Hall Lanterns	New	1,2,3
Hoistway Access	New	1,2,3
Group Operation	New	1,2,3
User Interface Tool	New	1,2,3

**Power Unit**

Item Description	Option	Installed On
EP-190 Power Unit (Submersible)	New	1
EP-105 Power Unit (Submersible)	New	2,3
Viscosity Control (Required over 150 FPM)	New	1
5 gallon drum of Biodegradable oil (Citgo NZ)	New	2,3
55 gallon drum of Biodegradable oil (Citgo NZ)	New	2,3

**Jack**

Item Description	Option	Installed On
Pipe Stands	New	1
Packing	New	1,2,3

**Pit Equipment**

Item Description	Option	Installed On
16" Retractable Pit Ladder	New	1,2,3
Pit Stop Switch	New	2,3,1

**Hoistway Equipment**

Item Description	Option	Installed On
Base Wiring Package for Two-way Communication Code	New	1,2,3
TAC 32 Field Friendly Wiring Package: <ul style="list-style-type: none"> <li>• Includes single traveling cable</li> <li>• hoistway wiring</li> <li>• interlock wiring</li> <li>• interlock connectors</li> <li>• serial wiring</li> <li>• FIBER OPTIC CABLE, HOISTWAY PIPING &amp; DUCT ARE NOT INCLUDED.</li> </ul>	New	1
Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)	New	1,2,3
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	2,3
HN Boxes (per each 2 cars, grouped)	New	1,2,3
Hoistway Duct Kit (per run)	New	Only
Hoistway Wiring (Traveling Cable)	New	1,2,3

**Car**

Item Description	Option	Installed On
Crosshead data tag (for existing car slings)	New	1,2,3
Fan: Two Speed	New	1,2,3
Fan Grill Standard	New	1
21" Toe guard	New	1,2,3
Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup	New	1,2,3
Cab Wiring Material (200MK1)	New	1,2,3
Car Top Exit Switch	New	1,2,3
Work Light Receptacle for bottom of platform	New	1,2,3
Car Top Railing	New	2,3

**Cab**

Item Description	Option	Installed On
Car Door (SSSS, #4 Muntz Bronze)	New	1,2,3

**Car Door Equipmen**

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

**Car Fixtures**

Item Description	Option	Installed On
Main Car Station Includes Options Below	New	1,2,3
• Applied Panel	New	1
• Full Width Swing Return for New/Existing Dover/tkE Cabs)	New	2,3
Vandal Resistant Floor Buttons	New	1,2,3
Cast Braille Plates for Car Features	New	1,2,3
Standard Key Switch Package • Fan • Light • Independent • Stop • Inspection/Hoistway Enable)	New	1,2,3
Emergency Light mounted in COP	New	1,2,3
2004 and later Fire Service Phase II Features (includes instructions signage)	New	1,2,3
Handicap Signal (Passing signal)	New	1,2,3
Two-way Communication Position Indicator	New	1,2,3
ADA Phone System integral with COP (Rath)	New	1,2,3
Speaker Pattern for Intercom System/ADA Phone	New	1,2,3
Locked Service Cabinet	New	1,2,3
Certificate Window	New	1,2,3
GFI Outlet	New	1
#4 Muntz Bronze Finish	New	1,2,3

**Hall Fixtures**

Item Description	Option	Installed On
Terminal Hall Stations (Surface Mounted) with • Appendix O (Polycarbonate insert flame) • Fusion (#4 Muntz)	New	Only
2009 & 2010 Elevator Communications Failure add	New	Only
Hall Call Lockout	New	Only
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	2,3,1
Intermediate Hall Stations (Surface Mounted) with • Appendix O (Polycarbonate insert flame) • Fusion (#4 Muntz)	New	Only
Serial Boards for Hoistway Access	New	1,2,3
Serial Boards for Hall Lanterns/Pis	New	1,2,3
TAC Serial Boards, Base Charge	New	Only
Serial Boards for Front Risers	New	Only
Car Identification Plate (Pair)	New	1,2,3
Hall Lantern and Chime (#4 Muntz)	New	1
Hall Lantern and Chime (Standard 5.25" x 11") White Up/Down LEDs #4 Muntz	New	2,3
Standalone Hoistway Access Station #4 Muntz	New	1,2,3
Standalone Fire Service Phase I with Plastic Instructions #4 Muntz	New	Only

**Approximate Duration and Lead Times**

<b>Contract execution</b> (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
<b>Survey and Order of Materials</b> (additional time required for cab, signal, entrance preparation and approval, if applicable)	6 Weeks
<b>Fabrication time</b> (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	16 Weeks
<b>Shipping:</b> (Tennessee to local distribution center)	2 Weeks
<b>Modernization of elevator system (Per Unit):</b> (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	3 - 4 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.

EXHIBIT D

# Terms and Conditions



## ~~01~~ Payment of Work

~~55% 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.~~

~~20% 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.~~

~~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~~

# Terms and Conditions



~~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.~~

~~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 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	\$303.00
Mechanic (OT) per hour	\$525.00
Team (Standard) per hour	\$545.00
Team (OT) per hour	\$945.00

~~Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 11-30-2026.~~

# Terms and Conditions



## 02 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 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.

## 03 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:
  - e. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will also provide Multi-Media Monitoring Services ("MMM") for the units described below. MMM includes 7 days per week, 24 hours per day dispatching service provided by TK Elevator's TK Elevator Communications call center for calls placed by Purchaser, or if the units have been turned over for beneficial use or ownership to an end user then to that end user (the "Owner"), to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all units covered by this Proposal that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner's (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the "Designated Contacts") to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.



# Terms and Conditions

## ~~04~~ 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.~~

### ~~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;~~

# Terms and Conditions



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

## 05 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

# Terms and Conditions



- adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable 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.
  - 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.

## ~~06~~ 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 \$200.00 per calendar day per hydraulic 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 in addition to costs for replacement or refurbishment of equipment based on special circumstances.~~
- ~~• 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~~

# Terms and Conditions



- 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.
  - 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.

## 07 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.

### 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

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~~Service satisfies the Purchaser's obligation to meet these new code requirements:-~~

~~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.~~

## 08 Additional Terms and Conditions

~~a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.~~

b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.

c. TK Elevator is an equal opportunity employer.

d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.

~~e. 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

# Terms and Conditions



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 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 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.

# Terms and Conditions



~~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.~~



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. 233 S. Wacker Drive, Suite 1800 CHICAGO, IL 60606	<b>CONTACT NAME:</b> Willis Towers Watson Midwest, Inc.	
	<b>PHONE (A/C No.Ext):</b> 312-288-7700	<b>FAX (A/C No.Ext):</b> 312-234-0640
<b>E-MAIL ADDRESS:</b> tke.certificates@wtwco.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: HDI Global Insurance Company		41343
INSURER B: ACE American Insurance Company		22667
INSURER C: Indemnity Insurance Company of NA		43575
INSURER D: ACE Fire Underwriters Insurance Company		20702
INSURER E:		
INSURER F:		

**COVERAGES** **CERTIFICATE NUMBER: 2938797** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			GLD5668905 / GLD5668805	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS -COMP/OP AGG \$ 10,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H1142823A	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
C B D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Limits shown as requested:	Y/N	N/A	WLRC72798880 WLRC72798879 SCFC72798892	10/01/2025 10/01/2025	10/01/2026 10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Division Number: 106400 - Named Insured Includes: TK Elevator Corporation - Address: 7367 S Revere Pkwy Unit 2A Centennial, CO 80112  
 Project Number: 315422 - Project Name: Laramie County Government Complex - Address: 309 W 20th St CHEYENNE, WY 82001 - Project Type (s): Elevator Modernization

**CERTIFICATE HOLDER** **CANCELLATION**

Laramie County, Wyoming P. O. Box 608 CHEYENNE, WY 82003 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		TK Elevator Corporation f/k/a ThyssenKrupp Elevator Corporation	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**CERTIFICATE NUMBER: 2938797**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Laramie County, Wyoming

The Additional Insured(s) listed above is/are added as Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.

Waiver of Transfer of Rights of Recovery Against Others/Waiver of Subrogation applies with respect to General Liability and/or Workers' Compensation and/or Automobile Liability policies where required by written contract and only to the extent that coverage is afforded under these policies.

The insurance shall be primary and non-contributory with respect to the Additional Insured where required by written contract.

**Policy Number****GLD5668805****ENDORSEMENT  
HDI Global Insurance Company**

Named Insured TK ELEVATOR USA HOLDING, INC.

Effective Date: 10-01-25

12:01 A.M., Standard Time

Agent Name WILLIS TOWERS WATSON MIDWEST, INC.

Agent No. P02115018

***This Endorsement Changes The Policy. Please Read It Carefully.*****ADDITIONAL INSURED ENDORSEMENT  
BLANKET AUTOMATIC - WHERE REQUIRED BY CONTRACT**

IT IS HEREBY UNDERSTOOD AND AGREED THAT SECTION II - WHO IS AN INSURED - IS AMENDED BY ADDING THE FOLLOWING PART 4:

4. ANY PERSON, FIRM, CORPORATION OR GOVERNMENT BODY FOR WHOM YOU ARE OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO WITH RESPECT TO YOUR OPERATIONS, TO AFFORD COVERAGE SUCH AS PROVIDED BY THIS POLICY.

THE COVERAGE PROVIDED FOR ANY SUCH ADDITIONAL INSURED IS EXPRESSLY LIMITED TO APPLY ONLY TO LIABILITY ARISING OUT OF OPERATIONS CONDUCTED BY OR FOR YOU UNDER THE WRITTEN CONTRACT OR AGREEMENT AND THEN ONLY TO THE EXTENT REQUIRED BY SUCH WRITTEN AGREEMENT. NO COVERAGE IS PROVIDED FOR ANY ADDITIONAL INSURED FOR THE LIABILITY WHICH ARISES IN ANY MANNER, DIRECTLY OR INDIRECTLY, OTHER THAN FROM OPERATIONS CONDUCTED BY OR FOR YOU.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.