

RESOLUTION NO. 2024- 189

A RESOLUTION AUTHORIZING THE PURCHASE OF A MODERNIZATION UPGRADE PACKAGE FOR THE VINELAND CITY HALL ELEVATORS FROM TK ELEVATOR CORPORATION, FRISCO, TX, IN THE AMOUNT NOT TO EXCEED \$1,018,190.00, PURSUANT TO A NATIONAL COOPERATIVE PRICING AGREEMENT WITH SOURCEWELL.

WHEREAS, the City of Vineland is in need of modernization upgrades for the City Hall elevators; and;

WHEREAS, the City of Vineland is a member of a National Cooperative Pricing Agreement known as Sourcewell; and

WHEREAS, Sourcewell, the National Cooperative Purchasing Program has acted as lead agency and awarded Contract #080420-TKE; and

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase the Elevator Modernization Upgrade Package using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by TK Elevator Corporation; and

WHEREAS, the City of Vineland intends under Sourcewell Contract #080420-TKE, to purchase from TK Elevator, Frisco, TX, a Modernization Upgrade Package, in an amount not to exceed \$1,018,190.00, as listed in the Proposal, dated April 30, 2024, made available through Sourcewell.

WHEREAS the Superintendent of Building Maintenance and the Qualified Purchasing Agent, with the concurrence of the Business Administrator, recommend the use of the National Cooperative Pricing through Sourcewell for this procurement;

WHEREAS, the City of Vineland Purchasing Agent has determined that the use of the offered National Cooperative Contract will result in cost savings after all factors, including charges for service, material and delivery have been considered and has verified that such product and services are not available through State Contract awarded by the Division of Purchase and Property in the New Jersey Department of the Treasury pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, the availability of funds for said purchase to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, that the Purchasing Agent is authorized to prepare a purchase order to procure the Vineland City Hall Elevator Modernization Upgrade Package for a price not to exceed \$1,018,190.00.

BE IT FURTHER RESOLVED that the purchase order shall contain a requirement that “the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request”.

Adopted:

President of Council

ATTEST:

City Clerk

**REQUEST FOR RESOLUTION
FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$17,500.00)**

5/3/24

(DATE)

1. Goods or Services (detailed description): Vineland City Hall elevator modernization upgrade.

2. Amount to be Awarded: \$1,018,190.00

- Encumber Total Award
 Encumber by Supplemental Release

3. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____

4. **Account Number to be Charged: 01-99-800-2024-10005 tracking id 3101

5. Contract Period (if applicable): _____

6. Date to be Awarded: 5/14/24

7. Recommended Vendor and Address: TKE
TK Elevator Americas 2591 Dallas Parkway, Suite 600 Frisco, TX 75034 USA

8. Justification for Vendor Recommendation:(attach add'l information for Council review)
TKE holds the service contract for the elevators, the tech's are familiar with the current system and I believe this company will provide the best service.

Type of Contract: State National Regional County

Vendor's Cooperative Contract # Sourcewell Contract #: 080420-TKE

9. Evaluation Performed by: Jay Hares

10. Approved by:  5/3/24

Date

11. Attachments:
 Awarding Proposal
 Other: _____

- Send Original to: Purchasing Department
- Send copies to: Business Administration

**If more than one account #, provide break down

Modernization Proposal



Vineland City Hall

April 30, 2024

Purchaser: City Of Vineland
Address: 640 E Wood St
Vineland, NJ 08360-3722

Location: Vineland City Hall
Address: 640 E Wood St
Vineland, NJ 08360-3722

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of Vineland (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$1,018,190.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location. Please make note of the following job-specific clarifications that we would like to assert at the time of our proposal:

- Per the direction of the local AHJ, there will need to be modifications to the existing pit grating and associated materials to meet safety requirements. TKE has included to provide access to the pit for this work, but has not included any material or labor to modify the pit structure. This will be the responsibility of the building.
- Our proposal is based on replacing the main car operating station in each car. Please note that the new car station will be furnished in #4 Brushed Stainless Steel to closely match the existing exposed metal finishes in the cab. We cannot guarantee, however, that the new #4SS car station will have the same texture and general appearance as the existing #4SS finishes have been exposed to the environment since initial installation. Please note, should ownership decide to make additional cab upgrades to the elevator cab to better match new finishes, TKE can provide cab interior upgrades as described in the alternates section of this proposal.
- Any additional/ancillary electrical/alarm/HVAC/general building work that may be required for the building per code as part of the modernization of the elevators shall be deemed as work by other trades. TKE will provide necessary specifications of the elevator equipment to the building and/or its subcontractors.
- TKE must have rollable access to elevator and machine room, as well as a mutually agreeable laydown area for material. If TKE needs to provide storage space via sea container in the parking lot the building will have to provide adequate space and an additional cost will be associated.

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

Benefits of Modernization include:

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

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable

Modernization Proposal



materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2024.

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

Sincerely,

Bailey Mandeville
Sr Sales Representative, Modernization
bailey.mandeville@tkelevator.com
+1 215-380-6898

Sourcewell Contract #: 080420-TKE

Modernization Proposal



SCOPE OF WORK

Grouping Name: 1

Equipment Type: Geared(Traction)	Speed: 350 fpm
7 Stops (7 Front /0 Rear)	Capacity: 3500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
640 E Wood St	1	US257289

Description of Work

Controller

- Smart Rath Machine Room Phone (Group)
- Encoder Board for Motors by Others
- TAC 32T Controller (Includes options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- eMax Monitoring Device Provisions
- tkE Green Drive 400C (2109CD004) VVVF AC Drive / Regenerative 30R
- Tenant Security Option
- Machine Room Wiring Package
- IMS Machine Room Monitoring Kit (32 Bit) Includes Maintenance Manual. (Laptop or Desktop)

Machine

- Booster Beams- Support Steel in Machine Room
- New AC Geared Machine
- Deflector/Secondary Sheave
- Hoist Cables, traction steel, preformed
- Car/Cwt shackles w/springs (pairs per 1/2" or 5/8" rope)

Governor

- Governor/Safety Accessory Kit
- 12" Governor without Encoder (includes Tail Sheave)
- Governor Rope

Car

- Car Guide shoe mounting plates (set of 4 - only with shoe purchase from tkE)

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- 8" Car roller guides (set of 4) tkE (spring loaded)
- Crosshead data tag (for existing car slings)
- Car Top Railing
- Car Top Railing Extension (Depth)
- Car Top Railing Extension (Width)
- Toe Guard for 2000 code (48")
- tkE Cable Strain Loadweigher (for 5 ropes)
- Fan: Morrison Model AA 3-Speed Blower (575-1000 CFM)
- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Hoistway

- Duct as needed
- Screening
- TAC 32T Field Friendly Wiring Package:
 - Includes single flat traveling cable with coax
 - hoistway wiring
 - interlock wiring
 - interlock connectors
 - discrete wiring
- APS (Absolute Positioning System) for TAC32T with Final Limit Switches

Pit

- Counterweight Weights (Weights Balance)
- 4" Heavy Duty Cwt roller guides (set of 4) tkE
- Cwt Guide shoe mounting plates (set of 4 - only with shoe purchase from tkE)
- Compensation Chain (Whisperflex) up to 700fpm includes pullout switch & kit
- Pit Stop Switch

Cab

- Car Door (2SSS, #4 S/S (441))

Door Equipment

- Door Detector- 3D, 2019 Code Compliant
- Door Operator w/ Complete Carside Equipment Replacement
- Hoistway Tracks and Hangers
- Hoistway Interlocks, Pickups, and Closers
- Hoistway Doors (2SSS, Baked Enamel (black))

Car Fixtures

- Car Riding Lantern- #4SS Vandal
- Main Car Station (COP)- #4SS

Hall Fixtures

- Jamb Braille (Pairs)- Black with white characters
- Car Identification Plate (Pair)
- #4SS Cover Plates for Existing Hall PI's

Modernization Proposal



- Hall Stations Terminal (#4SS)- with hoistway access and digital position indicator (floors B & 6)
- Hall Stations Intermediate (#4SS)- with Phase I Fire Service and digital position indicator (floor G)
- Hall Stations Intermediate (#4SS)- with digital position indicators (all other floors)

Grouping Name: 2,3

Equipment Type: Geared(Traction)	Speed: 350 fpm
6 Stops (6 Front /0 Rear)	Capacity: 3500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
640 E Wood St	2	US257290
640 E Wood St	3	US257291

Description of Work

Controller

- Encoder Board for Motors by Others
- TAC 32T Controller (Includes options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- tkE Green Drive 400C (2109CD004) VVVF AC Drive / Regenerative 30R
- Tenant Security Option
- Machine Room Wiring Package
- eMax Monitoring Device Provisions

Machine

- Booster Beams- Support Steel in Machine Room
- New AC Geared Machine
- Deflector/Secondary Sheave
- Hoist Cables, traction steel, preformed
- Car/Cwt shackles w/springs (pairs per 1/2" or 5/8" rope)

Governor

- Governor/Safety Accessory Kit
- 12" Governor without Encoder (includes Tail Sheave)
- Governor Rope

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Car

- Car Guide shoe mounting plates (set of 4 - only with shoe purchase from tkE)
- 8" Car roller guides (set of 4) tkE (spring loaded)
- Crosshead data tag (for existing car slings)
- Car Top Railing
- Car Top Railing Extension (Depth)
- Car Top Railing Extension (Width)
- Toe Guard for 2000 code (48")
- tkE Cable Strain Loadweigher (for 5 ropes)
- Fan: Morrison Model AA 3-Speed Blower (575-1000 CFM)
- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Hoistway

- TAC 32T Field Friendly Wiring Package:
 - Includes single flat traveling cable with coax
 - hoistway wiring
 - interlock wiring
 - interlock connectors
 - discrete wiring
- APS (Absolute Positioning System) for TAC32T with Final Limit Switches

Pit

- Counterweight Weights (Weights Balance)
- 4" Heavy Duty Cwt roller guides (set of 4) tkE
- Cwt Guide shoe mounting plates (set of 4 - only with shoe purchase from tkE)
- Compensation Chain (Whisperflex) up to 700fpm includes pullout switch & kit
- Pit Stop Switch

Cab

- Car Door (SSCO, #4 S/S (441))

Door Equipment

- Door Detector- 3D, 2019 Code Compliant
- Door Operator w/ Complete Carside Equipment Replacement
- Hoistway Tracks and Hangers
- Hoistway Interlocks, Pickups, and Closers
- Hoistway Doors (SSCO, #4 S/S (441))

Car Fixtures

- Car Riding Lantern- #4SS
- Main Car Station (COP)- #4SS
- Auxiliary Car Station (COP)- #4SS

Hall Fixtures

- Position Indicators- #4SS at all floors
- Jamb Braille (Pairs) - Black with White Characters

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- Car Identification Plate (Pair)
- Hall Stations Terminal (#4SS)- With Phase I Fire Service and hoistway access (floor G)
- Hall Stations Terminal (#4SS)- with hoistway access (floor 6)
- Hall Stations Intermediate (all other floors)

Modernization Proposal



Value Engineering Opportunities & Alternates (Not included in base price)

1. **\$1,091,734.00 – ALTERNATE PRICE – New PMAC Gearless Machines** Initial to Accept _____

TK Elevator will provide new PMAC gearless traction machines ILO geared traction machines included in the base price. Gearless machines provide smoother, more energy efficient, more reliable, and safer riding quality.

2. **\$30,000.00 - Cab Interior Upgrade PER ELEVATOR** Initial to Accept _____

Cab allowance to include, but not be limited to; #4 Brushed Stainless Steel Return walls and transom cladding, wall panel upgrades for side walls, cab pads and hooks, #4 Brushed Stainless Steel handrails as required, and #4 Brushed Stainless Steel Suspended Downlight Ceiling with LED lighting. Flooring has been excluded from the cab interior allowance. This alternate may be required due to missing handrails.

Modernization Proposal



1. Key Tasks and Approximate Lead Times

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

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

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	6 - 8 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	24 - 26 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	13 - 15 Weeks

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

2. Payment Terms

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

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

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

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

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

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

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

Proposal price:		\$1,018,190.00
Initial progress payment:	(50%)	\$509,095.00
Material furnished:	(25%)	\$254,547.50
Total of remaining progress payments:	(25%)	\$254,547.50

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	\$351.00
Mechanic (OT) per hour	\$582.00
Team (Standard) per hour	\$632.00
Team (OT) per hour	\$1,048.00

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

3. Warranty

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

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

4. Preventative Maintenance Program

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

5. Work Not Included

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

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

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

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- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
2. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

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C. Miscellaneous:

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

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

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

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

7. Temporary Use, Inspection and Turnover

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

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

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

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

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

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

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

8. MAX

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

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

9. Additional Terms and Conditions

- 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.

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- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

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

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end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

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

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Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Million Eighteen Thousand One Hundred Ninety Dollars (\$1,018,190.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

**City Of Vineland
(Purchaser):**

TK Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)

Mark Seagraves
Sales Manager

(Date of Execution)