

Board of Education Regular Meeting

Thursday, September 12, 2024 7:30 PM

Elementary Media Center, Twin River Public  
School  
PO Box 640  
Genoa, NE 68640

## **Agenda**

1. Meeting Called to Order
  - 1.1. Pledge of Allegiance
  - 1.2. Roll Call
    - 1.2.1. Excused/Unexcused Absences
  - 1.3. Open Meeting Law
  - 1.4. Meeting Properly Published and Posted
2. Rules for Public Participation Stated
  - 2.1. Visitors
3. Consent Agenda
  - 3.1. Minutes of Previous Meetings
  - 3.2. Claims and Treasurer's Financial Report
4. Reports of Administrators and Committees
  - 4.1. Principal's Reports
  - 4.2. Activities Report
  - 4.3. Superintendent Report
  - 4.4. Board of Education Committee Report(s)
5. Discuss, consider and take all necessary action to approve the 2024-2025 Twin River Public Schools Budget and Property Tax Request.
6. Consider and take possible action to approve the district's program capacity for option enrollment.
7. Recognize the Twin River Education Association (TREA) as exclusive bargaining agent for the district's non-supervisory certificated staff for the 2026-2027 contract year.

8. Consider and take possible action for the approval and adoption of a resolution authorizing the membership in the Nebraska Liquid Asset Fund for purposes of depositing bond proceeds into which will be used for construction costs.
9. Discuss, consider and take action on Partial GMP for new school construction project.
10. Discuss, consider and take all necessary action to approve a contract with Churchich Recreation to move the elementary playground equipment to its new location.
11. Positive Comments
12. Date, Time, and Location of Next Meeting
13. Executive Session
14. Adjournment

**Board of Education Regular Meeting**  
Elementary Media Center, Twin River Public School  
816 Willard Ave  
PO Box 640  
Genoa, NE 68640  
Monday, August 19, 2024 7:30 PM

David Baxa: Present  
John Nelson: Present  
John Reeg: Present  
Jennifer Swantek: Present  
Chelsa Thompson: Present  
Jeremy Vetick: Present

1. Meeting Called to Order

1.1. Roll Call

1.1.1. Excused/Unexcused Absences

1.2. Open Meeting Law

1.3. Meeting Properly Published and Posted

1.4. Rules for Public Participation Stated

1.4.1. Visitors

2. Consent Agenda

Motion to approve the consent agenda Passed with a motion by David Baxa and a second by John Nelson.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

2.1. Minutes of Previous Meetings

2.2. Claims and Treasurer's Financial Report

3. Reports of Administrators and Committees

3.1. Principal's Reports

Buhl: Teacher PD days August 8,9,12,13, ESU to with staff incorporation of recent data with assessments. Completed para training on August 13. Elementary Open house August 13, 6:00-

7:00, had a great turn out. Students K-12 started August 14th. Pre-K started August 19th with 2 sessions this year, 16 pre-k students. Fall testing will start 8/20 (Fastbridge testing for PK-6th), next week elementary will begin NSCAS testing.

Banahan: JH/HS experiencing a good transition into new leadership, building good student/staff relationships with curriculum. Positivity in hallway, orientation last week 7-12 with 88% in attendance.

### 3.2. Activities Report

Banahan-Volleyball-25 students, able to add more freshman games with 10 freshman out. Softball-24 girls out, jamboree game was a success, beating O'Neill 11-0. Football-24 boys out, first game is 8/31 in Giltner. Booster club will host an all sports Gatorade scrimmage 8/23. Cross Country-10 kids out, JH Football-25 boys conditioning this week with helmets and add pads next week, JH Volleyball- 20 girls out and will start Wednesday. FBLA, FFA, FCCLA getting out to a good start. Lots of participation in school right now.

### 3.3. Superintendent Report

Lecher: Staff started August 8th, plus staff work time to prepare. The administration team attended admin days at the end of July. We will continue to work on the budget for 2024-25 school year. Continue talk on bond issuance with Tobin and Carl about putting together final pieces. Construction update: potential groundbreaking in October. The back door was installed this week. New desks came last Friday. Need to discuss transportation soon, also, budget workshop meeting. The annual budget hearing, tax request and regular meeting will be on September 16.

### 3.4. Board of Education Committee Report(s)

4. Discuss Bond Underwriter and issuance of bonds.

5. Discuss, consider and take all necessary action to approve the purchase of 30 new Junior High football helmets for \$4,650.00 from the Activities Fund.

Motion to approve the purchase of 30 new Junior High football helmets for \$4,650.00 from the Activities Fund Passed with a motion by John Nelson and a second by John Reeg.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

6. Discuss, consider and take all necessary action to approve the transfer of \$100,000 from the General Fund to the School Nutrition Fund.

Motion to approve the transfer of \$100,000 from the General Fund to the School Nutrition Fund Passed with a motion by David Baxa and a second by Jeremy Vetick.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

7. Discuss, consider and take all necessary action to approve the transfer of \$200,000 from the General Fund to the Depreciation Fund to be used for transportation.

Motion to approve the transfer of \$200,000 from the General Fund to the Depreciation Fund to be used for transportation Passed with a motion by John Nelson and a second by David Baxa.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

8. Date, Time, and Location of Next Meeting

September 16, 2024 at 7:15 PM.

9. Executive Session

10. Adjournment

Motion to adjourn at 8:30 pm Passed with a motion by Chelsa Thompson and a second by John Reeg.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

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Jennifer Swantek, Board President

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John Reeg, Board Secretary

Elementary Media Center, Twin River Public  
School  
816 Willard Ave  
PO Box 640  
Genoa, NE 68640

Budget Workshop  
Wednesday, August 28, 2024 6:30 PM Central

David Baxa: Present  
John Nelson: Present  
John Reeg: Present  
Jennifer Swantek: Present  
Chelsa Thompson: Present  
Jeremy Vetick: Present  
Present: 6.

#### 1. Meeting Called to Order

1.1. Open Meeting Law

1.2. Meeting Properly Published and Posted

1.3. Roll Call

1.4. Pledge of Allegiance

#### 2. Rules for Public Participation Stated

2.1. Visitors

#### 3. Discussion

3.1. 2024-2025 Budget

#### 4. Adjournment

Motion to adjourn at 7:23 p.m. Passed with a motion by John Reeg and a second by David Baxa.  
David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson:  
Yea, Jeremy Vetick: Yea  
Yea: 6, Nay: 0

The school year has started off well, and we are rapidly rolling into parent teacher conferences next week. Junior High and High School conferences will be held in the old gym for parents to come and talk to teachers about their children's grades.

We are encouraging parents to be proactive, and logging in to check their students grades on the Infinite Campus Portal or website. If parents are struggling to get logged in please talk to a teacher or administrator and we will get your account set up so you are able to stay up to date on your child's grades throughout the school year.

This week, 7th and 8th grade students are taking the Fall NSCAS growth assessments in English Language Arts. They will be taking the math growth assessments next week. Parents please remember that these assessments measure growth throughout the school year and it is ok if the students are not at the Mets Goal area in the Fall. The goal is to get them there and possibly beyond by the end of the school year when we take the Spring Assessments.

Upcoming important dates:

Picture Retake Day: September 16th

Fall Sports Picture Day: September 16th

Parent Teacher Conferences: September 18th and 19th

No School: September 20th

Youth Cheer Camp: 9 AM - 12 PM September 20th, cheering at football game that evening.

1:30 PM Dismissal: September 18th-19th

**Twin River Board of Education  
Thursday, September 12, 2024**

- Assessments
  - FastBridge-Fall Reading and Math
    - K-6th Grade
  - NWEA-MAPS
    - K-2nd grade
  - NSCAS Growth
    - 3rd-6th grade
  
- Parent/Teacher Conferences
  - Wednesday, September 18th and Thursday, September 19th (1:30 dismissal)
  - Friday, September 20 (No school)
  
- Wednesday, September 11
  - 4th grade traveled to Fullerton for a Youth Conservation Day
- Wednesday, September 18
  - FBLA Elementary Wonder Walk
- Friday, September 20
  - Elementary Cheer Clinic
- Wednesday, September 25
  - 5th grade-Electrical safety with Cornhusker Public Power

## Events Taking Place:

The fall sports season is well underway!

Softball - Currently sitting at a record of 15-2 and heading into the final push of their season. The girls have been battling hard, and are grinding to pull out victories in some very close games.

Volleyball - Currently sitting at a record of 2-6, and have been battling hard in the matches. They are improving, communicating on the court, and battling hard to push games to extra sets.

Football - Currently sitting at record of 1-1, and are looking to bounce back from the last game and regain some of their confidence from week 1. Our running game is very strong as we continue to pound the rock, and we will need to rely on our defense to make some big stops in the remaining games of the season.

## Upcoming events:

- JH Volleyball is playing at Shelby-Rising City on Thursday evening, with games starting at 4:30 PM.
- JV/Varsity softball is taking on Highway 91 on Thursday evening with JV starting at 4:30 and Varsity to follow.
- Varsity Softball will head to Columbus on Saturday to play in the the Columbus Lakeview Tournament.
- Volleyball is playing in a Triangular in McCool Jct. against, new conference opponents Meridian and McCool Jct.
- Football heads to Henderson to take on the Heartland Huskies on Friday evening at 7:00 PM.
- JH and JV football are looking to open up their season on Monday evening with home games against High Plains here in Genoa. 4:30/6:30 PM for game times.
- JH volleyball has a home opener on Monday evening vs Madison with games starting at 4:30 PM in Silver Creek.
- JV/Varsity Softball will head to Hastings on 9/17 to take on St. Cecilia.
- JV/Varsity Volleyball with head to Palmer on 9/17 to take on the Tigers.

## Activities

- FFA took a group of students to Husker Harvest Days on Wednesday 9/11.
- FFA took a group of student to the State Fair in Grand Island, on 8/30
- FFA will be competing in Range Judging, on Thursday in Burwell
- FBLA will be conducting their annual elementary walk, on Wednesday 9/18
- FCCLA will be having a family movie night on Saturday 9/21

2024-2025 TAX REQUEST RESOLUTION  
FOR  
TWIN RIVER PUBLIC SCHOOL DISTRICT 63-0030

WHEREAS, public notice was given at least four days in advance of a Special Hearing called for the purpose of discussing and approving or modifying the District's Tax Request for the 2024-2025 school fiscal year for the General Fund, Bond Fund, and Special Building Fund of Twin River School District 63-0030; and,

WHEREAS, such Special Public Hearing was held before the Board of Education (hereinafter "the Board") of Twin River School District 63-0030 (hereinafter "the District") at the time, date, and place announced in the notice published in a newspaper of general circulation, a copy of which notice and proof of publication of which is attached hereto as Exhibit A, all as required by law; and,

WHEREAS, the Board provided an opportunity to receive comment, information and evidence from persons in attendance at such Special Hearing; and,

WHEREAS, the total assessed value of the property differs from last year's total assessed value by 10.36%; the tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be \$0.72245 per \$100 of assessed value; the Twin River Public Schools proposes to adopt a property tax request that will cause its tax rate to be \$0.871823 per \$100 of assessed value; and,

WHEREAS, based on the proposed property tax request and changes in other revenue, the total operating budget of Twin River Public Schools will exceed last year's by 25.47 percent; and,

WHEREAS, the Board, after having reviewed the District's Tax Requests for each said fund, and after public consideration of the matter, has determined that the Final Tax Requests as listed below are necessary in order to carry out the functions of the District, as determined by the Board for the 2024-2025 school fiscal year; and,

NOW BE IT THEREFORE RESOLVED that (1) the Tax Request for the General Fund should be, and hereby is set at \$7,393,451.00; (2) the Tax Request for the Special Building Fund should be, and hereby is set at \$611,328.00; and (3) the Tax Request for the Bond Fund should be, and hereby is set at \$1,901,722.00 for the 2024-2025 school fiscal year.

It is so moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ this 12th day of September, 2024. Roll Call vote as follows:

Jennifer Swantek	Yes_____	No_____	Absent_____
John Nelson	Yes_____	No_____	Absent_____
John Reeg	Yes_____	No_____	Absent_____
Jeremy Vetick	Yes_____	No_____	Absent_____
Chelsa Thompson	Yes_____	No_____	Absent_____
David Baxa	Yes_____	No_____	Absent_____

The undersigned herewith certifies, as Secretary of the Board of Education of Twin River School District 63-0030, that the above Resolution was duly adopted by a majority vote of said Board at a duly constituted public meeting of said Board.

\_\_\_\_\_, Secretary

## RESOLUTION

**WHEREAS**, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

**WHEREAS**, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

**WHEREAS**, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

**NOW, THEREFORE, BE IT RESOLVED** that the Option Enrollment Policy presented to the School Board as Policy 5004, and Appendix "1" to such Policy 5004, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5004, and Appendix "1" to such Policy 5004, are repealed effective on the date of the passage of this resolution,

**BE IT FURTHER RESOLVED** that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5004, and Appendix "1" to such Policy 5004 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

**BE IT FURTHER RESOLVED** that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member \_\_\_\_\_ moved for its passage and adoption, member \_\_\_\_\_ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution:

The following members voted against the same: \_\_\_\_\_.

The following members were absent or not voting: \_\_\_\_\_. The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

**DATED** this \_\_12\_\_ day of \_\_September\_\_, 2024.

**TWIN RIVER PUBLIC SCHOOLS**

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

## Appendix “1” to Option Enrollment Policy

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

<b>PROGRAM</b>	<b>PROGRAM CAPACITY</b>	<b>PROJECTED ENROLLMENT 25-26</b>	<b>NO. OF OPTION STUDENTS</b>
Pre-K	14/28	15	0/1
Kindergarten	24/40	26	0/1
First	24/40	21	2/4
Second	24/40	22	1/1
Third	24/40	27	1/0
Fourth	24/40	31	1/9
Fifth	24/40	31	2/9
Sixth	24/40	31	2/11
Building Capacity, Elementary	308	204	9
Seventh	40	29	0/9
Eighth	40	40	1/0
Building Capacity, Middle School Attendance Center	80	69	1
Ninth	40	20	2/17
Tenth	40	33	0/6
Eleventh	40	29	1/5
Twelfth	40	31	1/6
Building Capacity, Sr. High School Attendance Center	160	113	4
Total District Numbers	548	386	14

\* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.

August 19, 2024

Twin River Public School  
Board of Education  
816 Willard Ave  
Genoa, NE 68640

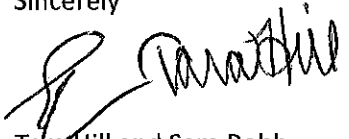
Dear Negotiations Committee

RECOGNITION LETTER

The Twin River Education Association requests that the school board of the Twin River Public Schools take action to recognize the Twin River Education Association as exclusive bargaining agent for the district's non-supervisory certificated staff for the **2026-2027** contract year.

Please direct your response to the under-signed.

Sincerely

A handwritten signature in black ink, appearing to read "Tara Hill and Sam Robb". The signature is written in a cursive, flowing style.

Tara Hill and Sam Robb  
Negotiations Team Members  
Twin River Education Association



MINUTES OF MEETING

A \_\_\_\_\_ meeting of the governing body of \_\_\_\_\_ a Nebraska Public Agency ("Public Agency"), was held at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.m.

The meeting was called to order by the presiding official. Governing body members present were:

\_\_\_\_\_  
Governing body members absent were: \_\_\_\_\_.

Notice of the meeting was given in advance thereof by reasonable advanced publicized notice according to a designated method of giving advance notice of the Public Agency's meetings. A copy of such notice and the method of its being publicized are attached to these minutes. Notice of this meeting was also given in advance to all governing body members and a copy of their Acknowledgment of Receipt of Notice of Meeting and the agenda for such meeting is also attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the governing body members of this meeting. All proceedings of the governing body were taken while the convened meeting was open to the attendance of the public. The governing body makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of this meeting, the presiding official announced and informed the public about the location of the posted information.

A discussion was held with regard to becoming a participant in the Nebraska Liquid Asset Fund ("Fund"). After discussion, governing body member \_\_\_\_\_ offered the following resolution and moved for its passage and adoption, and the same was seconded by governing body member \_\_\_\_\_:

**WHEREAS**, Nebraska law, including but not limited to §77-2341, R.R.S., expressly allows Public Agencies and other governmental subdivisions to invest surplus or excess funds; and

**WHEREAS**, the Interlocal Cooperation Act §13-801 to §13-827, R.R.S., provides that two or more Public Agencies and other governmental subdivisions may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities and may enter into joint agreements as may be deemed appropriate for such purposes when such agreements have been adopted by appropriate action by the governing bodies of the participating public agencies; and

**WHEREAS**, the **Declaration of Trust** (Interlocal Agreement) and a current information statement relating to the Fund have been presented to this governing body; and

**WHEREAS**, the Declaration of Trust authorizes public agencies and other governmental subdivisions to adopt and enter into the Declaration of Trust and become participants of the Fund; and

**WHEREAS**, this governing body deems it advisable for this Public Agency to adopt and enter into the Declaration of Trust and become a participant of the Fund for the purpose of the joint investment of this Public Agencies surplus or excess funds with those other Public Agencies and other governmental subdivisions so as to enhance the investment earnings accruing to each such Public Agency.

**NOW, THEREFORE**, be it resolved as follows:

1 This Public Agency shall and does hereby join with other Public Agencies and other governmental subdivisions in accordance with the provisions of Nebraska law and in accordance with the Interlocal Cooperation Act, as applicable, by becoming a participant of the Fund by entering into a Declaration of Trust, which Declaration of Trust and Interlocal Agreement is hereby approved and adopted by this reference with the same effect as if it had been set out verbatim in this resolution. A copy of the Declaration of Trust is attached hereto and incorporated herein

by this reference and shall be filed with the minutes of the meeting at which this resolution was adopted.

2 This Public Agency is hereby authorized to invest its available funds from time to time and to withdraw such funds from time to time in accordance with the provisions of the Declaration of Trust. This Public Agency hereby delegates all authority and duties which the law otherwise authorizes it to delegate in accordance with the Declaration of Trust. The following officers and officials of this Public Agency are authorized to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by this Public Agency into the Declaration of Trust and Interlocal Agreement and the approval and adoption thereof by this Public Agency:

_____	_____	_____
Print Name	Title	Signature
_____	_____	_____
Print Name	Title	Signature
_____	_____	_____
Print Name	Title	Signature

3. The following officers and officials of this Public Agency and their respective successors in office each are hereby designated as "authorized officials" with full power and authority to effectuate the investment and withdrawal of monies of this Public Agency from time to time in accordance with the Declaration of Trust:

_____	_____	_____
<b>Print Name</b>	<b>Title</b>	<b>Signature</b>
_____	_____	_____
<b>Print Name</b>	<b>Title</b>	<b>Signature</b>
_____	_____	_____
Print Name	Title	Signature

**The Secretary of this Public Agency shall advise the Fund of any changes in authorized officials in accordance with procedures established by the Fund.**

4 The Trustees of the Fund have retained U.S. Bank N.A. as Custodian for the Fund, As such, U.S. Bank N.A. in its capacity as Custodian has official custody of this Public Agency's money which is invested in accordance with the Declaration of Trust.

5 Authorization is hereby given for members of the Governing Body and officials of this Public Agency to serve as Trustees of the Fund from time to time if elected as such pursuant to the Declaration of Trust.

6 All other resolutions and parts of resolutions in so far as they conflict with the provisions of this resolution being the same are hereby rescinded.

The foregoing resolution having been read in its entirety, and a motion having been duly made and seconded for its passage and adoption, the roll was called thereon and the following members voted in favor of passage and adoption of said resolution: \_\_\_\_\_

\_\_\_\_\_. The following voted against the same: \_\_\_\_\_  
\_\_\_\_\_. The following were absent or not voting: \_\_\_\_\_.

The above resolution having been consented to by a majority of all members of the Governing Body was declared as duly passed and adopted by the President.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**(Insert legal name of public agency)**

**BY:** \_\_\_\_\_  
*Authorized Official*

**ATTEST:** \_\_\_\_\_  
*Authorized Official*



# AIA® Document A133® – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 12th day of September in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 16th day of June in the year 2023 (the "Agreement").  
*(In words, indicate day, month, and year.)*

for the following **PROJECT:**  
*(Name and address or location)*

Twin River Public Schools  
 PK-12 School Building Project  
 816 Willard Avenue  
 Genoa, NE 68640

**THE OWNER:**  
*(Name, legal status, and address)*

Twin River Public Schools, a/k/a Nance County School District 63-0030  
 816 Willard Avenue  
 Genoa, NE 68640

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

Hausmann Construction, Inc.  
 8885 Executive Woods Drive  
 Lincoln, NE 68512

### TABLE OF ARTICLES

- A.1 PARTIAL GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

#### ARTICLE A.1 PARTIAL GUARANTEED MAXIMUM PRICE

##### § A.1.1 Partial Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Partial Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Partial Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed for only those portions of the Work described herein. The Contract Sum consists of the Construction Manager’s Fee, Construction Manager’s General Conditions Costs, plus the Cost of the Work, as those terms are defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Two Hundred Ninety-One Thousand Seventy-One and no/100ths Dollars (\$

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

3,291,071.00 ) for those portions of the Work described herein, subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ A.1.1.2 Itemized Statement of the Partial Guaranteed Maximum Price.** Provided below is an itemized statement of the Partial Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Partial Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
(Provide itemized statement below or reference an attachment.)

Please see Exhibit A1.1, which is attached hereto and incorporated by this reference as if fully set forth herein.

**§ A.1.1.3** The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
n/a		

**§ A.1.1.6** Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ A.2.1** The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1**  
(Paragraphs deleted)

Substantial Completion to be set in the Final Guaranteed Maximum Price Amendment.

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraph deleted)*

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Partial Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

**§ A.3.1.2** The following Specifications:  
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

Please see Exhibit A1.2, which is attached hereto and incorporated by this reference as if fully set forth herein.

*(Table deleted)*

**§ A.3.1.3** The following Drawings:  
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

Please see Exhibit A1.2.

*(Table deleted)*

**§ A.3.1.4** The Sustainability Plan, if any:  
*(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
None		

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Partial Guaranteed Maximum Price  
*(Identify each allowance.)*

Item	Price
See Exhibit A1.2	

**§ A.3.1.6** Assumptions, inclusions, exclusions, and clarifications, if any, upon which the Partial Guaranteed Maximum Price is based:  
*(Identify each assumption and clarification.)*

Please see Exhibit A1.2.

**§ A.3.1.7** The Partial Guaranteed Maximum Price is based upon the following other documents and information:  
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

- Exhibit A1.3 – GC Matrix
- Exhibit B-1 – TKE Proposal

OWNER (Signature)

(Printed name and title)

DocuSigned by:

Steve Thiele

380334A8122A46C  
CONSTRUCTION MANAGER (Signature)

Steve Thiele

Vice President

(Printed name and title)



Init.

/

User Notes:

(1983273537)

# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:27:51 CT on 09/11/2024.

## PAGE 1

This Amendment dated the 12th day of September in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 16th day of June in the year ~~(the "Agreement")~~2023 ~~(the "Agreement")~~.

...

Twin River Public Schools  
PK-12 School Building Project  
816 Willard Avenue  
Genoa, NE 68640

...

Twin River Public Schools, a/k/a Nance County School District 63-0030  
816 Willard Avenue  
Genoa, NE 68640

...

Hausmann Construction, Inc.  
8885 Executive Woods Drive  
Lincoln, NE 68512

...

### A.1 PARTIAL GUARANTEED MAXIMUM PRICE

...

### A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

### A.4 ~~CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS~~

### ~~ARTICLE A.1 GUARANTEED MAXIMUM PRICE~~

### ARTICLE A.1 PARTIAL GUARANTEED MAXIMUM PRICE

#### § A.1.1 Partial Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Partial Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Partial Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed~~exceed for only those portions of the

Work described herein. The Contract Sum consists of the Construction Manager's ~~Fee-Fee~~, Construction Manager's General Conditions Costs, plus the Cost of the Work, as ~~that term is those terms~~ are defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$—)~~, Three Million Two Hundred Ninety-One Thousand Seventy-One and no/100ths Dollars (\$ 3,291,071.00 ) for those portions of the Work described herein, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 ~~Itemized Statement of the Guaranteed Maximum Price.~~ Itemized Statement of the Partial Guaranteed Maximum Price. Provided below is an itemized statement of the Partial Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Partial Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

PAGE 2

Please see Exhibit A1.1, which is attached hereto and incorporated by this reference as if fully set forth herein.

...

None

...

n/a

...

None

...

[  ] The date of execution of this Amendment.

...

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:  
*(Check one of the following boxes and complete the necessary information.)*

\_\_\_\_\_ [  ] Not later than ( ) calendar days from the date of commencement of the Work.

\_\_\_\_\_ [  ] By the following date: Substantial Completion to be set in the Final Guaranteed Maximum Price Amendment.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

§ A.3.1 The Partial Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

PAGE 3

None

...

Please see Exhibit A1.2, which is attached hereto and incorporated by this reference as if fully set forth herein.

Section	Title	Date	Pages
---------	-------	------	-------

...

Please see Exhibit A1.2.

Number	Title	Date
--------	-------	------

...

None

...

§ A.3.1.5 Allowances, if any, included in the Partial Guaranteed Maximum ~~Price~~:Price

...

See Exhibit A1.2

§ A.3.1.6 ~~Assumptions~~ Assumptions, inclusions, exclusions, and clarifications, if any, upon which the Partial Guaranteed Maximum Price is based:

...

Please see Exhibit A1.2.

§ A.3.1.7 The Partial Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit A1.3 – GC Matrix  
Exhibit B-1 – TKE Proposal

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**CONSTRUCTION MANAGER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONSTRUCTION MANAGER** (Signature)

*(Printed name and title)*

*(Printed name and title)*

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

*(List name, discipline, address, and other information.)*

This Amendment to the Agreement entered into as of the day and year first written above.



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:27:51 CT on 09/11/2024 under Order No. 4104246732 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

HAUSMANN construction								9/11/2024
Twin River Schools Addition & Renovations- Partial GMP Estimate								
Division		Description	Takeoff	Cost/Unit	Cost	Cost		
					Detail	Detail	Div. Subtotal	
<b>Division 13000</b>		<b>SPECIAL CONSTRUCTION</b>					<b>\$479,654</b>	
	<b>A.</b>	<b>Pre-Engineered Metal Building</b>					<b>\$479,654</b>	
	1	Metal Building System Supply				\$479,654		
	1 a	Bid Package #1 Bid	1 LS	\$ 477,654.00	\$477,654			
	1 b	Snow Guard Allowance	1 LS	\$ 2,000.00	\$2,000			
<b>Division 14000</b>		<b>CONVEYING EQUIPMENT</b>					<b>\$127,780</b>	
	<b>A.</b>	<b>Elevators</b>					<b>\$127,780</b>	
	1	Elevators				\$127,780		
	1 a	Bid Package #1 Bid	1 LS	\$ 127,780.00	\$127,780			
		<b>SUBTOTAL</b>					<b>\$607,434</b>	
		Building Permit Fee	1 LS	\$ 100			\$100	
		Pre-Bond Fee	1 LS	\$ 5,000			\$5,000	
		Pre-Construction Fee	1 LS	\$ 10,000			\$10,000	
		Payment & Performance Bond	1 LS	\$ 19,950			\$19,950	
		Weather Conditions Allowance	1 LS	\$ -			\$0	
		Management & Quality Software	1 LS	\$ 1,863			\$1,863	
		Builders Risk Insurance	1 LS	\$ 54,765			\$54,765	
		General Project Insurance	1 LS	\$ 7,432			\$7,432	
		Direct Reimbursables	1 LS	\$ 150,000			\$150,000	
		Effort Schedule	30 MO	\$ 52,000			\$1,560,000	
		General Conditions	30 MO	\$ 25,000			\$750,000	
		Fee	1 LS	\$ 59,996			\$59,996	
		Contingency	2.00%				\$64,531	
		<b>BUDGET SUB-TOTAL</b>					<b>\$3,291,071</b>	





9/11/2024

## **Twin River Schools- Addition & Renovations**

### **Partial GMP Proposal Clarifications**

#### **Inclusions/Clarifications**

1. This proposal provides for a complete project scope but is not based solely on the plans and specifications issued. To ensure the validity of the estimate, we have made some assumptions to ensure a complete and functional project scope.
2. Cost associated with delays resulting from adjacent project operations and infrastructure work which is not a part of, or under the control of the project team is not included in the proposal.
3. The amounts of the Allowances set forth in this document are inclusive of the costs to the Construction Manager for materials and equipment delivered at the site, unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for the stated Allowances. Any costs for each item that exceed the provided Allowance shall be incorporated into the Contract Sum by Change Order.
4. We have not accounted for differing and/or hidden site conditions that vary from the information contained in the drawings and specifications, or project soils report.
5. Contract terms as agreed to previously.
6. Sales Taxes are NOT included.
7. The line item for General Conditions/Effort Schedule represents the efforts schedule portion of the general conditions and is broken out from the General Conditions line item for clarification purposes only. The General Conditions/Effort Schedule and General Conditions line item shall together represent the total lump sum amount of General Conditions for the Project.
8. This proposal includes using American Structures as the Pre-Engineered Metal Building Supplier.
9. The PEMB includes standard metal wall and roof panels with simple saver insulation. Insulated metal wall & roof panels are not included.
10. This proposal includes using TKE as the elevator manufacturer and installer.
11. The sill material on the elevator is included as Aluminum.
12. Elevator Scope of Work Clarifications
  - a. TK Elevator Corporation ("TKE") is the subcontractor for the elevator scope of work. To achieve the pricing listed in Exhibit this Guaranteed Maximum Price Amendment, TK Elevator Corporation requires the following clarifications, all of which are agreed to by the Owner.
  - b. TKE shall be owed and Construction Manager shall be paid fifty (50%) percent of the contract value for project management, permits, engineering and shop drawings, submittals, and raw material procurement. Material will be ordered once this payment is received. An additional twenty-five (25%) percent of the contract value shall be due and payable when the material has been received at Subcontractor's warehouse.

Receipt





9/11/2024

of payment is required prior to mobilization of labor. Progress payments shall be made throughout the life of the project. TKE shall not be required to turn over any equipment or render any equipment functional until such time as TKE has been paid ninety (90%) percent of contract value.

- c. In no event shall TKE be responsible for consequential, indirect, exemplary, and special damages associated with its scope of work. Construction Manager shall not be responsible for any such damages claimed by the Owner if caused by TKE.
- d. Any schedule modifications caused by the Owner, shall result in overtime work for TKE, Owner agrees to pay in accordance with TKE's standard charges for premium time. One mobilization for installation is included. Another mobilization is included for adjustments and inspection. If additional mobilizations are required due to delays or other reasons outside of TKE's control, they will be billable.
- e. Any delays not the sole fault of TKE occurring at any time prior to the delivery of all of the material to the jobsite shall result in a price increase via a change order.
- f. If Owner/Construction Manager materially suspend/delay TKE's Work, prior to commencing work again, TKE reserves the right to survey its work (including materials stored at jobsite) and based on TKE's findings Contractor shall execute a change order. Substantial delays to include increases in TKE's wage rates based on its agreement with the International Union of Elevator Constructors (IUEC), increases in material costs, as well as remobilization costs incurred by TKE.
- g. TKE's Guarantee/Warranty shall be for one (1) year after acceptance of work covered by this agreement by Construction Manager/Owner. If substantial completion does not occur within 30 days of startup/final acceptance, warranty extension costs will need to be added as a change order.
- h. See attached Exhibit B-1 for additional clarifications regarding TKE's scope of work.

**Owner Provided Allowances**

None

**Allowances**

Snow Guard - \$2,000.00

**Exclusions**

- 1. Owner soft costs
- 2. Development fees or special assessment fees



9/11/2024

3. Impact Fees
4. Financing costs
5. Moving expenses
6. Owner project contingency (construction contingency included)
7. Utility company charges for distribution system extensions or relocations
8. Monitoring or testing of hazardous materials
9. Special testing, quality control testing, and inspection services
10. Soils borings and investigation expenses
11. Removal and replacement and disposal of contaminated soils/materials, hidden structures, or obstacles buried onsite.
12. Soil stabilization or rock excavations
13. Guard services, CCTV, Webcams, or security services
14. Artwork, furnishings, or displays
15. Televisions, computers, business equipment, and accessories
16. Overtime premiums to accelerate the project finish prior to the substantial completion date agreed upon in the Contract.
17. Purchasing of CAD drawings from the A/E
18. Vibration monitoring
19. Architect, engineer, or consultant fees
20. Change to design or construction due to local jurisdiction having authority
21. Asbestos, lead paint, or hazardous material remediation
22. Material escalation
23. Audio / Visual Systems & Equipment
24. Owner Furnish/ Owner Installed Equipment

**List Plans & Specifications**

1. Twin River Public Schools
  1. Pre-Engineered Metal Building Package
    - i. Drawings Dated 8/8/2024
  2. Early Packages Graphics Package
    - i. Drawings Dated 7/31/2024
  3. Elevator Package
    - i. Narrative Received Via Email Dated 8/5/2024



**HAUSMANN & SONS CONSTRUCTION, INC.**  
8885 EXECUTIVE WOODS DR, LINCOLN, NE 68512-9306

Twin Rivers School  
816 Willard Ave, GENOA, NE68640

**TK Elevator Corporation**

Steven L Johnson  
Tel: 402-578-7471  
Email: steven.johnson@tkelevator.com

08/29/2024

TK Elevator Corporation (hereinafter "TKE") is dedicated to delivering HAUSMANN & SONS CONSTRUCTION, INC. (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal in the amount of \$ 119,780.00 with sales tax not included and bond not included to furnish and install EOX TKE Elevator(s) based solely on the plans, specification section, along with the clarifications noted immediately below and the conditions set forth on the pages that follow.

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

**Clarifications to Architectural Plans and Specifications:**

1. TKE is quoting EOX traction elevators, which are fully machine room-less and do not require any controller closet/machine room space.
2. 480 v, 3 PH, 60 HZ is required for all EOX projects, if a transformer is required to meet these power requirements it is to be provided by OTHERS.
3. TKE will require the following, which are to be provided by others.
  - a. One (1) 3 phase fused and lockable 480v disconnect for the inverter.
  - b. One (1) 120v single phase fused disconnect for the cab light circuit.
  - c. Additional 15 A disconnect for P.E.B equipment (when applicable).
4. For elevator controller option housed in the top landing entrance jamb. Wall thickness will need to be 8.5" at the controller landing to accommodate the fixed entrance frame depth.
5. To accommodate the fixed entrance frame depth, typical landings will need a wall thickness with a minimum of 5.25" thick and a maximum of 24". To achieve a flush wall-to-entrance frame a 7.875" thickness will be required.
6. Top landing elevator lobbies must be climate-controlled spaces.
7. Rollable access & material staging adjacent to the hoistway at the lowest landing must be provided upon elevator delivery.
8. Flooring to be provided by others and not to exceed 3/4" total thickness or 300lbs.
9. Pit ladder and installation not included; retractable ladder required due to no pit notch.
10. TKE EOX system provides FT1 fire rated belts, which do not require sprinkler heads/heat detectors in elevator overhead unless requested by local AHJ.
11. TEN (10) days of storage included.
12. Please refer to dimensions and finishes below.
13. No allowances or bonds included
14. No operator time included



15. All inspections and coordination work with other trades to take place during normal working hours
16. 1 standard travel cable included per car
17. Hoistway barricades, netting, to be provided and installed by others and maintained by TKE
18. Any card readers, cameras, etc to be provided and installed by others
19. All fire alarm, security, and low voltage wiring and equipment by others
20. Hoistbeam rated for 7,500 lbs provided by others
21. No construction or temporary use of the elevator is included in this proposal.
22. Protection limited to strippable film on metal finishes
23. Composite crew clean up not included
24. Colors to be selected from TKE standard selections
25. Leveling tolerance to be 1/4"
26. Standard TKE submittals to be used. No PE stamping or certification included
27. Standard TKE product standards, equipment, install methods, and quality assurances to be used
28. TKE has included basic demonstration and training only, no videotaping or training videos are included
29. No tear outs, allowances, overtime, spare parts, or attic stock included
30. TKE will not agree to any liquidated or consequential damages
31. All grouting and fire stopping responsibilities to be by others
32. Inserts supplied by TKE but install by others
33. TKE will not agree to per project insurance aggregate
34. TKE will participate in OCIP/CCIP but will not agree to any credits or refunds
35. Work to be performed per TKE proprietary installation process and sequencing
36. Warranty period begins at time of final acceptance
37. Work to be performed per a mutually agreed upon schedule, changes to this schedule will be agreed upon in writing prior to any changes being made effective.
38. Any demo, cutting, patching, coring, sleeving, and grouting to be done by others.
39. Please note all finishes are TKE standard.

**Value Engineering Opportunities and Alternates:**

1. Enter value engineering and alternates here.  
*(Initial next to the option below to indicate acceptance)*

A MAX Digital Service Trial Subscription has been included for the duration of the New Installation Maintenance (NIM) period. In the event you have any questions regarding the content of this Proposal please contact me 402-578-7471

We appreciate your consideration.  
Regards,

TK Elevator Corporation  
**Steven L Johnson**



# 1.0 Specifications

## 1.1 Unit Description

Every EOX is green and digital



### Eco-efficiency and sustainability

	Energy efficiency acc. ISO 25745-2	Class A certification
	Regenerative drive	With the regenerative drive the elevator recuperates energy during braking and feeds it back to the building grid for other electric consumers to use
	Eco-mode	The elevator learns and adjusts to the traffic patterns of the building and lowers its acceleration force by up to 80% during off-peak hours
	Standby mode	Electronic components throughout the system are switched off when the elevator is idle (e.g. car lighting, car display, frequency inverter)
	Car lighting	High-efficiency LED lighting (74 lm/W)
	Product declarations and certification	Environmental Product Declaration (EPD) Health Product Declaration (HPD) Hazardous Substances Management (SCIP, RoSH, REACH) Green building certification calculations (BREEAM etc.)

### Digitally native features and services \*

	Integrated digital hardware	Native cloud connectivity and a new set of built-in, high-performance hardware components make EOX ready for current and future digital software products & services.
	In-car multimedia screen	The included in-car display enriches the travel experience, allows for a pre-defined layout, current floor and travel direction as a default and is ready for future in-car infotainment add-ons
	Intelligent sensors	EOX includes new intelligent sensors for improved safety and reliability, such as an in-car optical sensor and an accelerometer, which is used to monitor the motion behavior of the car and the doors
	Customer portal access	The cloud-based, self-service customer portal is accessible for free and is the entry point to access documents such as maintenance contracts and historical reports. It allows you to view the elevator performance, its energy efficiency or even create a ticket. For all additional costs associated with the latter, the provisions from the respective maintenance contract apply.
	Smart maintenance	Not only is your new EOX digitally native, but so are our technicians. From the moment the elevator has been provisioned, real-time diagnostics will be regularly sent to our technicians, even when not on-site. This will enable them to detect shutdowns in real-time and have guided troubleshooting, focusing on the most likely failure causes.

\* Please note that all digital (software) services require a valid maintenance agreement with TK Elevator for the given elevator unit. If this is not the case, the digital services will not be available and the in-car multimedia display will only display the current floor and travel direction.



## 1.2 Building B1, Group G1, Unit 1

### TK Elevator Description of Equipment

Unit <sup>1</sup> NickName:	1	Door Type:	Center opening
Units in Group:	1	Door Width:	3 ft 6 in
Product:	EOX Traction	Door Height:	8 ft 0 in
Application:	Passenger	Cab Height:	9 ft 0 in
Loading Class:	A	Clear Inside Cab Width:	6 ft 9 in
Seismic Equipment:	No	Clear Inside Cab Depth:	4 ft 9 in
Capacity:	3000 lbs.	Hoistway Width:	8 ft6 in
Speed:	150 fpm	Hoistway Depth:	6 ft1 in
Travel:	14 ft 0 in	Pit Depth:	5 ft 0 in
Landings:	2 stops (2 front, 0 rear)	Clear Overhead <sup>2</sup> :	13 ft 11 in
Power Supply:	480 Volts / 3 PH / 60 Hz	Controller Location:	Jamb
Code Year:	2013		
		<b>Limited Access Provisions</b>	
		Type:	Yes
<b>Cab</b>		<b>Car Fixtures</b>	
Cab Interior Type	Steel shell	Type:	Surface Mounted with Push Buttons (half height)
Cab Wall Column:	Painted	Finish:	Stainless Steel
Cab Side Wall:	Laminate	Fixtures Included:	Applied Car Operating Panel, Car Position Indicator, Car Riding Lantern
Cab Rear Wall:	Laminate		
Cab Front:	Stainless Steel	<b>Hall Fixtures</b>	
Cab Doors:	Stainless Steel	Type:	Wall mounted fixtures
Cab Door Sill:	Aluminum	Fixtures Included:	Hall Stations, In-Jamb Position Indicator at Ground Floor
Cab Finished Floor:	By others (not exceed 3/4")	Lobby Panel:	No
Ceiling:	Downlight		
Ceiling Finish:	Stainless Steel	<b>Pit Ladder</b>	
Handrail Location:	Rear and Side	Pit Ladder Provider:	Retractable included
<b>Entrance Doors</b>		Notch:	0
<b>Assigned Entrance Finishing</b>			
F - 2	Smoked Silver		
F - 1	Smoked Silver		

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

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

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

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

## FINISHES SELECTIONS

### Interior cab finishes

#### Laminates



<b>Ashen Ironwood</b> 9901	<b>Roman Graystone</b> 9902	<b>Serene Sugar Pine</b> 9903	<b>Mojave Chestnut</b> 9904	<b>Heirloom Cherrywood</b> 9905
-------------------------------	--------------------------------	----------------------------------	--------------------------------	------------------------------------

#### Metals



<b>Smoked Silver</b> F-131	<b>Chalkboard</b> F-119	<b>#4 Brushed Stainless Steel</b>
-------------------------------	----------------------------	-----------------------------------

### Hoistway doors and entrance finishes

#### Painted Metal



<b>Smoked Silver</b> F-131	<b>Chalkboard</b> F-119	<b>Pitch Black</b> F-112	<b>Toasted Cotton</b> F-132	<b>Prime Grey</b> F-400
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#### Metal

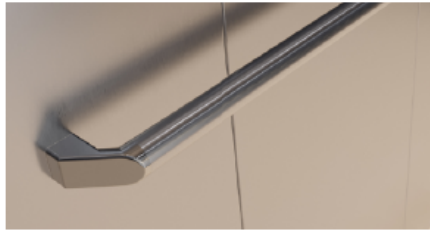


**#4 Brushed Stainless Steel**

Accessories



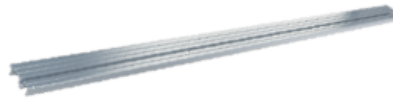
LED downlight ceiling



Handrail



Braille plates



Aluminum

Standard aluminum sills

Fixtures



Integrated multimedia/infotainment screen



Hall call button



Car operating panel (COP)



Car riding lantern



Combo hall lantern and position indicator



## 2.0 Key Tasks and Approximate Lead Times

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

1. Execution of this Proposal
2. Payment for pre-production and engineering
3. Approval of layout (if applicable)
4. Upon validation of site readiness requirements

### Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)

Varies

Preparation of layout drawing package (upon receipt of separate installation agreement and plans)

## Weeks

Approval of layout drawing package, by Purchaser (additional time required for cab, signal, entrance preparation and approval, if applicable. One revision is included in this Proposal price; additional charges and additional time will apply for additional revisions)

Varies

Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)

## Weeks per Elevator

Installation of Elevator System per car (Upon completion of all required preparatory work by other trades. This time includes elevator installation only and does not reflect adjusting or inspection times.)

## Weeks per Elevator

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



## 3.0 Payment Terms

- Fifty percent (50%) of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TKE's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, 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 TKE staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

- 25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TKE fails to receive payment within thirty (30) days of the date of a corresponding invoice, TKE reserves the right to demobilize until such a time that the payments have been brought up to date, and TKE has the available manpower.
- The payment terms breakdown above shall be considered to be the Schedule of Values for the project as written. Billing shall be submitted on or before the 25<sup>th</sup> day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.
- Purchaser agrees that TKE shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TKE has been paid 100% both of the price reflected in this Proposal and for any other work performed by TKE or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.
- Default by Purchaser in payment terms may result in interest on sums due and unpaid at 1.5% per month or at the highest legal rate (whichever is less) and suspension of work until all outstanding balances are paid.

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

<b>Proposal Price</b>		<b>\$ 119,780.00</b>
Initial progress payment	(50%)	\$ 59890
Material furnished	(25%)	\$ 29945
Total of remaining progress payments	(25%)	\$ 29945

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:

<b>Rates</b>	
Mechanic (Standard) per hour	\$ 280.00
Mechanic (OT) per hour	\$ 511.00
Team (Standard) per hour	\$ 504.00
Team (OT) per hour	\$ 920.00

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



## 4.0 Warranty Term

TKE warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TKE's "Final Acceptance Form" on the express conditions that all payments made under the separate installation agreement and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TKE. In the event that TKE's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TKE makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TKE will provide free service for periodic examination, lubrication, or adjustment, nor will TKE correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TKE prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of the separate installation agreement and any mutually agreed to written change orders have been made in full, TKE shall, at its own expense, correct any proven defect by repair or replacement. TKE will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TKE be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.



## 5.0 Additional Items

### 5.1 New Installation Maintenance (NIM)

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



operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner's (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the "Designated Contacts") to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to "9-1-1" as the centralized TKE Communications call center does not have dialing access to local "9-1-1" numbers.

Unit Designation	# of Months after Final Acceptance
1.1	12 Month(s)

## 5.2 Work Not Included

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

### A. General

1. In no event shall TKE be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
2. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TKE reserves the right to modify this Proposal or rescind it altogether.
3. TKE is an equal opportunity employer.
4. TKE's performance of the work described in this Proposal and any separate installation agreement is contingent upon Purchaser furnishing TKE with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TKE as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TKE after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
5. All taxes, tariffs, duties, permit and/or license fees imposed upon TKE as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TKE for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TKE after the date of acceptance of this Proposal by any governmental authority or by any of TKE's suppliers of the materials and/or components required in connection with this Proposal.
6. Purchaser agrees to provide TKE's personnel with a safe place in which to work and TKE reserves the right to discontinue work at the jobsite whenever, in TKE's sole opinion, this provision is being violated.
7. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TKE's standard practices and policies will require additional costs.
8. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TKE in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
9. All pricing options noted herein are based on acceptance at the time of project award.

### B. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
  - a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/



- b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TKE shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
  - c. Adequate bracing of entrance frames to prevent distortion during wall construction.
  - d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
  - e. OSHA compliant removable barricades prior to TKE's installation (TKE will replace if removed by TKE). Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Prior to beginning installation, entrance protection and netting must be installed in accordance with OSHA 1926.502J to prevent any objects from falling down the shaft; please note that installation and netting are by others at no cost to TKE. Purchaser agrees to indemnify, defend and hold TKE harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards.
  - f. A work platform in the hoistway at the top landing will be provided by Purchaser when required. The platform shall be constructed to the specification provided to the Purchaser by TKE.
  - g. A full rough opening to accept controller, typically at top landing or floor below top landing, an 8 1/2" minimum finished wall thickness at controller location and all interconnects (building power, fire alarm signals, phone line) to the top of the controller frame.
  - h. An OSHA compliant steel safety beam rated at the capacity verified by the structural engineer as shown on TK drawings. Beam to be installed 2" below the overhead roof deck as shown on the TK Elevator shop drawings before elevator installation.
  - i. A hoistway that is square and plumb within 1" from top to bottom of the total hoistway height. If the hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation.
  - j. Adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay.
  - k. 75 degree bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.
  - l. Rough openings for the entrances that shall be no less than what is delineated on the elevator shop drawings;
  - m. Installation of inserts per TKE's layout drawing package. The inserts themselves will be provided by TKE.
  - n. Any tube steel and/or rail backing, including embeds and weld plates, that may be required by TKE for rail bracket attachment or guide rail support which Purchaser shall ensure is installed by others flush with the hoistway from pit floor to the top of the overhead to carry the loads of all equipment. Purchaser shall ensure that guide rails for traction elevators must attach to steel, CMU or concrete, not wood.
  - o. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding the TKE sill support as detailed on the TKE layouts along with all structural steel doorframes with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items.
2. Purchaser must specify wall thickness for elevator entrance frames on the layout approvals. The standard range wall thickness for elevator entrance frames is 3.25" to 12.5". TKE can accommodate entrance thickness of up to 22" at an additional cost.
  3. TKE is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

### **C. Electrical and Life Safety**

1. Purchaser shall provide the following:
  - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
  - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
  - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
  - g. a 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. a 220v single phase (20 amps) disconnect should be placed adjacent to the hoistway 1 floor above halfway within 50' of each hoistway;
- j. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration as shown on the layout drawing package. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

#### **D. Miscellaneous**

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Should building settling occur which requires elevator rail alignment / escalator leveling and alignment modifications during installation (or during any included New Installation Maintenance period as designated above), additional charges will apply.
3. Purchaser shall ensure full compliance with any governmentally required safety provisions not directly involved with the elevator / escalator installation.
4. Purchaser shall provide a finished cab floor with total thickness  $\leq 3/4"$ , weighing  $\leq 300$  lb.
5. Unless indicated, plastic laminate and powder coat are standard selections, with any other options requiring a price increase.
6. Purchaser shall provide an on-site dumpster. TKE will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
7. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).

### **5.3 Working Hours, Logistics and Mobilization**

- a. All work described in this Proposal shall be performed during TKE's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TKE modernization mechanics at the TKE branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TKE and Purchaser (hereinafter TKE's regular working days and regular working hours shall be collectively defined as "normal working hours"). TKE shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TKE personnel at no additional cost to TKE.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form (MRF), which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TKE is authorized to warehouse the equipment at the TKE warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TKE for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TKE warehouse. Any warranties provided by TKE for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TKE includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TKE's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.



- i. Purchaser shall provide an on-site dumpster. TKE will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

#### 5.4 Temporary Use, Inspection and Turnover

- a. Unless required by specification, TKE will not provide for “temporary use” of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser’s execution of TKE’s standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TKE’s standard local billing rates. In the event that an elevator must be provided for temporary use, TKE will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TKE with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TKE’s local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TKE, TKE will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TKE that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TKE’s “Final Acceptance Form.” The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TKE’s notice of completion to Purchaser unless both TKE and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TKE’s “Final Acceptance Form” shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator’s presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator’s current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator’s sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment’s owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TKE’s standard owner’s manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.
- h. This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the “Multimedia Equipment”) in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.



## 5.5 MAX

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

For 2019 code and above, your equipment will include MAX Link – Multimedia for emergency video and two-way communication system. If your job isn’t 2019 code or above, you will have an option between MAX Link – Multimedia and MAX Link – Voice.

## 5.6 Additional Terms and Conditions

- a. In no event shall TKE be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TKE reserves the right to modify this Proposal or rescind it altogether.
- c. TKE is an equal opportunity employer.
- d. TKE’s performance of the work described in this Proposal is contingent upon Purchaser furnishing TKE with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TKE as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TKE after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TKE as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TKE for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TKE after the date of acceptance of this Proposal by any governmental authority or by any of TKE’s suppliers of the materials and/or components required in connection with this Proposal.
- f. Purchaser agrees to provide TKE’s personnel with a safe place in which to work and TKE reserves the right to discontinue work at the jobsite whenever, in TKE’s sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TKE’s standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser’s letterhead and accepted by TKE in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TKE and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TKE’s work place and prior to and during TKE’s manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TKE’s employees or those of TKE’s subcontractors are exposed to an asbestos hazard, PCP’s, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TKE harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP’s lead or other hazardous substances are the responsibility of the Purchaser.
- k. TKE retains title to and a security interest in all equipment it supplies – which TKE and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TKE may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TKE’s request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TKE to file in public offices in order to perfect TKE’s security interest in such equipment.



- l. TKE shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- m. The rights of TKE under this Proposal shall be cumulative and the failure on the part of the TKE to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TKE in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- n. In the event TKE engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- o. TKE can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- p. Should loss of or damage to TKE's material, tools or work occur at the project site, Purchaser shall compensate TKE for such loss, unless such loss or damage results from TKE's own acts or omissions.
- q. Purchaser, in consideration of TKE performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TKE Elevator Corporation, TKE Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TKE party" and collectively the "TKE parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TKE party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TKE party. Purchaser recognizes that its obligation to defend the TKE parties under this clause, which is separate and apart from its duty to indemnify the TKE parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
- r. Purchaser further expressly agrees to name TK Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
- s. TKE's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.
- t. Unless so mutually agreed upon in a separate signed agreement, TKE shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this agreement

## 5.7 Specific Equipment Type Requirements

### Traction Machine Roomless Applications Only

- a. Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.
- b. A full rough opening to accept controller, typically at top landing or floor below top landing, an 8 1/2" minimum finished wall thickness at controller location and all interconnects (building power, fire alarm signals, phone line) to the top of the controller frame.
- c. Purchaser shall provide a temporary 220 VAC – 20 amps single-phase terminal with disconnect for each traction elevator at designated spot per TK Elevator local management at the start of the job for temporary operation of work platform.
- d. The full width of the hoistway should remain open at the bottom landing until all elevator equipment is installed within the hoistway.



## 6.0 Offer validity and acceptance

The price offer is valid for a period of **Thirty (30) days** from the date of its submission.

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TKE will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of \$ 119,780.00

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

### 6.1 Offer acceptance



By his/her signature, he/she acknowledges having read the General Terms and Conditions set out above and declares accepting them without reservation.

(Purchaser): TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

-----  
(Print or Type Name)

-----  
(Print or Type Title)

\_\_\_\_\_  
(Date of Acceptance)



# EOX at a glance


## EOX - Moving you beyond your everyday elevator.

EOX is TK Elevator's new energy-efficient and digitally native elevator that adds value to your building. With a simplified, efficient delivery and installation process, EOX delivers the kind of quality you have come to expect from us tailored to your building's specific requirements.

Backed by German engineering and North American assembly, EOX has been designed to improve customer experience through increased uptime and extended product lifespan. It's all what you expect from an everyday elevator – and beyond. EOX brings premium specs to the entry level standard, such as a regenerative drive in the traction elevator system; sustainable, re-refined oil in the hydraulic elevator system; standard sleep, standby and eco-modes; space-saving design; digital infotainment screen; 24/7 remote monitoring and smart maintenance; smartphone connectivity to the elevator for passengers.

## Elevated Operating Experience

EOX is specifically engineered to provide your project with premium, future-proof features at an entry level price point. Designed to facilitate streamlined manufacturing and delivering processes, EOX safeguards your project's budgets and construction timelines. From reliable performance that ensures a smooth, quiet, reliable and quick ride – to providing your building with up to 45% energy reduction – EOX allows you to move beyond what's expected.

 <p><b>DIGITALLY NATIVE</b></p> <p>EOX is a truly "smart" elevator with 24/7 access to data, real-time diagnostics, onboard infotainment, and the ability for passengers to signal a ride from their phone.</p>	 <p><b>ACTIVITY PATTERN TRACKING</b></p> <p>EOX comes standard with a unique eco-mode that learns building traffic patterns to adjust speed and acceleration during low traffic times.</p>	 <p><b>SMOOTH RIDE</b></p> <p>With EOX, we didn't skimp on high quality components. EOX comfortably takes passengers to their destination.</p>
 <p><b>SHORTENED LEAD TIMES</b></p> <p>Supported by innovations in manufacturing reduces lead time by up to 50%, EOX is shipped strategically packaged and ready to install.</p>	 <p><b>SAFETY FIRST</b></p> <p>EOX delivers a smooth ride and sleek design combined with cutting-edge passenger safety features in-car video monitoring and two-way chat.</p>	 <p><b>COST EFFICIENT</b></p> <p>EOX's real-time data, energy savings, and smart technology features come standard – saving cost now, and in the future.</p>

<b>GENERAL CONDITIONS MATRIX</b>					
<b>Cost Category</b>	<b>Fee</b>	<b>General Conditions</b>	<b>Direct Costs</b>	<b>Owner Expense</b>	<b>Comments</b>
<b>Staff</b>					
Project Executive		X			
Project Management		X			
Field Supervision		X			
Safety Management		X			
Estimating		X			
Consultants				X	
<b>Administration</b>					
Profit	X				
Home Office Overheads	X				
Business Developments	X				
Training and Development	X				
Accounting	X				
Quality Control	X				
Risk Management	X				
Legal	X				
HR	X				
Licenses	X				
Warranty	X				
<b>Permits/Insurance</b>					
General Liability Insurance			X		
Construction Manager's Bond			X		
Subcontractor Bonds			X		
Supplier Bonds			X		
Permit Fees			X		
Usage Fees				X	
Capitol Facility Fees				X	
Builders Risk Insurance			X		
<b>Jobsite Operations</b>					
Project Management Software (Procore)			X		
Mobilization		X			
De-Mobilization		X			
Trailers/Job Office		X			
Telephones		X			
Cell Phones		X			
Radios		X			
Copiers/Fax/Office Equipment		X			
Office Supplies		X			
Vehicles, Fuel, Maintenance		X			
Document Reproduction		X			
Postage & Couriers		X			
Site Signage		X			
Safety Equipment		X			
Temporary Toilets		X			
Water, Ice, Cups		X			
Dumpsters			X		
Temporary Utilities			X		
Interim Cleaning			X		
Licenses	X				
Special Inspections/Testing				X	

