

Repair Work Order



Lake County Court Towers

August 11, 2021

Purchaser: Lake County Government
Address: 18 N County St Fl 9
Waukegan, IL 60085-4304

Location: Lake County Court Towers
Address: 26 S County St
Waukegan, IL 60085-5504

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Seventy Thousand Three Hundred Forty Dollars (\$70,340.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
EV6	Remote Car Operating Panel Wiring	Operational
EV7	Remote Car Operating Panel Wiring	Operational
DE1	Remote Car Operating Panel Wiring	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 331 3153177.

We appreciate your consideration.

Regards,

Daniel McElroy
TK Elevator Corporation
3600 Lacey Rd Ste 100
Downers Grove IL 60515
daniel.mcelroy@tkelevator.com | +1 331 3153177

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

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Scope of Work

TKE will provide a team to pull the necessary wiring to the remote operating panels. Terminate the wiring, test, and return the elevators to service.

Wiring will be pulled from the Court Tower Penthouse to Jail Central on the two (2) traction elevators and from Tunnel B2 to the Jail Central Control for the one (1) hydraulic elevator.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. 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. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$70,340.00
Initial progress payment:	(50%)	\$35,170.00
Total due upon completion:	(50%)	\$35,170.00

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Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its 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, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

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Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Lake County Government (Purchaser):	TK Elevator Corporation Management Approval
By: _____	By: _____
(Signature of Authorized Individual) Jeremiah Varco	(Signature of Branch Representative)
_____ (Print or Type Name)	Ryan Tanzer Sales Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

Please contact _____ to schedule work at the following phone number _____



Attn: Jeremiah Varco
Lake County Government
18 N County St Fl 9
Waukegan IL, 60085-4304

Date	Terms	Reference ID	Customer Reference # / PO
August 11, 2021	Immediate	ACIA-1VDGY0T	
Total Contract Price:			\$70,340.00
Down Payment:			(50%) \$35,170.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 331 3153177. To make a payment by phone, please call 770-261-0048 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: Lake County Government
Location Name: Lake County Court Towers
Customer Number: 3934671
Quote Number: 2021-2-1136113

Remit To:
TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

Reference ID: ACIA-1VDGY0T

Remittance Amount: \$35,170.00



Repair Completion Notice

to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: Lake County Court Towers
Street Address: 26 S County St
City State, Zip: Waukegan, IL 60085-5504

Dear Jeremiah Varco,

Thank you for allowing us the opportunity to perform the repair job listed above.

We have completed the work as outlined in job # _____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: Jeremiah Varco

Print or Type Name

Customer
Signature: _____
Signature of Authorized Individual

Title: _____
Print or Type Title

Date: _____
Date of acceptance

Customer Email: jvarco@lakecountyil.gov

Customer Email

TK Elevator Representative

Name: Daniel McElroy

Print or Type Name

Signature: _____
Signature of Authorized Individual

Title: Account Manager

Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

☐ Sales Department

☐ Service Department

☐ Branch Manager

☐ Repair Department

Phone Number

Comments: