



Staff Report

Date: 7/13/2026

Subject: Traction Elevator Modernization

Background: The proposed project includes the modernization of the two existing traction elevators at Adventist Health Tulare. The elevators and their major operating components are aging and in significant need of replacement and upgrades to improve reliability, reduce service interruptions, enhance safety, and support continued operation within an active hospital environment.

Recommendation: Staff recommends awarding the project to **Rise Up Elevator** because its proposal provides the best overall value and includes replacement of the existing hoist machines.

Ledger: ✓ = Recommended C = Meets Criteria NC = Does not meet criteria NR = No Response

	CONTRACTOR	STATUS	TOTAL COST
	TK Elevator	C	\$938,950.00
	Valley Elevator	C	\$699,315.00
✓	Rise Up Elevator	C	\$698,500.00
	Vertical Options LLC	C	\$625,790.00*

*Vertical Options base proposal retains the existing hoist machines. Adding new hoist machines for both elevators would increase the total proposal amount to **\$749,226**.

The information presented in this report has been gathered/produced by District staff, and reviewed by/with the following consultant(s):

- ☐ Legal Review
- ☐ Financial Review
- ☐ Other:



752 NORTHPORT DR SUITE H
WEST SACRAMENTO, CA 95691
TEL (916) 662-9158

cody@riseupelevatorinc.com

C-11 License No. 1133161/ CQCC Cert. No. CC-25-013008
DIR#2000012407/SB-PW, SB(MICRO), CERTIFIED

ESTIMATE, PROPOSAL AND AGREEMENT FOR MODERNIZATION WORK TRACTION

Date: June 18th, 2026

RISE UP Elevator, INC. (hereinafter called RISE UP) hereby submits the following proposal and agreement (Agreement) to:

Tulare Adventist Health
869 N Cherry St
Tulare, CA 93274

(hereinafter called PURCHASER) to provide the following Modernization on two (2) traction passenger elevators, State Numbers: 026858, 026859 located at Adventist Health Tulare, 869 N. Cherry, Tulare, CA 93274 (Modernization Work) according to the terms and conditions below.

Description of Modernization Work: (Based on Field Survey, and RFP that was provided)

SCOPE OF WORK:

1. Remove and dispose of the existing elevator controller, landing system, and motor and machine. Furnish and install new non-proprietary traction microprocessor elevator controller, as manufactured by Alpha Control Engineering, with new AC motor, and new tape landing system. Controller includes on-board diagnostics and programmability features; read-outs include date, time and fault. Selective collective operation. Elevator Operation, group operation with hospital service.
Traction AC (Geared) Alpha Traction Controller performs serial data exchange between the machine room, the top of the car and the car panel. This simplifies the programming effort with extensive communication and operator interface.
2. Remove and dispose of the existing signal fixtures. Furnish and install new car and hall signal fixtures as specified. Includes but not limited to:
 - a. Digital Hall direction lantern to be surface mounted on the car door jamb opposite the hall stations; up and down direction arrows to be 2 ½" x 2 ½"; visible from the proximity of the hall call button and to illuminate for the direction of travel, mounted at 72" from the

RISE UP ELEVATOR INC.
916-662-9158
CSLB# 1133161



floor. Includes floor passing chime and double stroke down, single stroke up gongs for ADA accessibility requirements.

b. Hall stations to be mounted at each landing with engraved "In Case of Fire" signage & pictograph. Bottom terminal floor to have up call pushbutton and hoistway access keyswitch. Intermediate landing to have up and down call pushbuttons, First floor terminal landing to include Fire service Phase I keyswitch, Phase I instructions, and fire hat indicator. Top terminal landing, to have down call pushbutton and hoistway access keyswitch.

c. Main Car Operating Panel to have certificate frame; emergency light; digital position indicator with direction arrows; Fireservice Phase II cabinet with Phase II instructions, Phase II 3-position keyswitch, emergency stop button, call cancel pushbutton, door open and door close pushbuttons, two position fan switch, push/pull type switch, car top inspection key switch; independent service, capacity plate; elevator number, company name; pushbuttons: call cancel, floor numbers, door open, door close, alarm and push to call (for elevator phone), speaker phone grill for new elevator phone. Emergency controls, stop/run keyswitch and alarm pushbutton, to be mounted 35" from floor. Elevator phone to be mounted maximum 48" from floor. In-car Braille plates to be white on black background. Car position indicator. All fixtures to be in a stainless steel #4 finish. Pushbuttons to be minimum 3/4" in size, squarer shouldered and raised 1/8" above the surrounding surface; pushbuttons to illuminate when a call is registered and extinguish when a call is answered for ADA requirements. All lighting to be white LED type. Add voice annunciator.

d. Furnish and install new hoistway access switches.

3. Remove and dispose of the existing door operator. Furnish and install new GAL closed loop door operator including new car and hoistway door rollers, pick-up roller assemblies, car clutch, door restrictor, hoistway door interlocks at each landing, car gate interlock, door gibs and door closers spirators). Includes installation of new infrared door re-opening devices.
4. Perform balance load testing to determine existing conditions and requirements applicable to new/modified equipment.
5. Remove existing generator.
6. Remove existing machine and install new geared machines with isolation.
7. Remove existing governor, furnish and install a new governor and governor rope. Test governor and safeties with no load. Recalibrate and seal governor, if required.
8. Remove existing overhead sheave, furnish and install overhead sheave
9. Remove existing deflector sheave, furnish and install new deflector sheave.
10. Add Encoder cable.
11. Furnish and install new rope gripper with support channel.
12. Remove existing hoistway ropes, furnish and install new 5 x 5/8" hoistway ropes.
13. Provide new Car and counterweight guide rollers.
14. Remove existing Spring buffers and install new Spring buffers.



15. Furnish and install new door jamb Braille plates, 60" from floor on each hoistway jamb at each landing. Numerals or characters to be 2" in height on a contrasting background (white on black background). Main egress landing to be designated with a five pointed star to the left of the character; braille to be located below the numerals.
16. Furnish and install new hoistway wiring and traveling cable with kellum grips.
17. Furnish and install new car-top inspection station as specified.
18. Furnish and install new seismic devices, counterweight derailment as specified.
19. Retain Existing Cab Interior and Flooring
20. **Standard Engineering Stamp Support Documents included for one-time approval only.**
21. Includes one-year warranty on parts after job completion. (With signing of 5-year service contract).
22. Elevator modernization to meet California Elevator Code requirements in effect at the time the estimate is dated. CCR Title 8, Subchapter 6 Elevator Safety Orders, Group IV, and the ASME A17.1-2004. Permitting process **Included** per elevator 1 time each!
23. **If changes to this work are necessary due to OSHPOD AND/OR STRUCTURAL DRAWING changes, change orders will be issued and will need to be approved prior to continuation of work. OSHPOD structural Calculations are not included in our base bid.**

Our BASE PRICE for the above work is: **Three Hundred Forty-Nine Thousand Two Hundred Fifty Dollars (\$349,250.00 Per Elevator). (\$698,500.00) Total for Two.**

2.1 Construction Documents and Specifications

This Proposal **Excludes** HCAI/OSHPD support documents, elevator layout drawings, signal fixture drawings, attachment details, engineering calculations, permit assistance, inspection coordination, and testing.

This Proposal **Includes** Standard support documents, elevator layout drawings, signal fixture drawings, attachment details, engineering calculations, permit assistance, inspection coordination, and testing.

Estimate/Contract Price:

- Estimate is based on California Code of Regulations, Elevator Safety Orders, Subchapter 6 Group 4, and The American Society of Mechanical Engineers (ASME) Safety Code Section A17.1-2004 in effect at time of rendering the above estimate. Any changes in the above-mentioned regulations may cause a change in the estimate/price.
- The contract price includes all material and labor and is valid for thirty (30) days from the date this estimate was quoted.



Payment:

- 40% due upon signing,
- 40% due upon receipt of materials by RISE UP
- 10% per elevator 1 due at job completion (receipt of Permit to Operate).
- 10% per elevator 2 due at job completion (receipt of Permit to Operate).
- A service charge of 1.5% per month shall apply to all overdue payments.
- PURCHASER shall pay, in addition to the contract price, any tax imposed upon PURCHASER by any existing or future law or governmental body and the amount of any tax imposed upon RISE UP, RISE UP'S suppliers or PURCHASER under any statute, court decision, rule, or regulation becoming effective after the date of commencement of this Agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered hereunder.

Timing Matters:

- Lead-time for materials is approximately 16 to 18 weeks; installation estimated at 10 weeks per elevator, during which time the elevator(s) will be out of service. Upon full execution of this Agreement, RISE UP shall submit the Notification of Intent to Alter to the California Department of Industrial Relations, Elevator Unit. The Warranty period shall commence upon job completion and the issuance of a Permit to Operate, and shall extend for a period of twelve (12) months thereafter. With Completion of a signed service agreement for 5-years.

Work by Others:

- See Exhibit A attached hereto and made a part hereof. This is a general work by others but not all items apply to this project.

Ordering, Delivering, Storage, Mobilization and Use of Equipment:

- Upon timely advanced receipt of confirmation from PURCHASER (or PURCHASER'S agent) of the date that the jobsite will be available to receive each and/or all equipment (the "Delivery Date"), RISE UP shall endeavor to have such equipment delivered to the jobsite as of the Delivery Date. If, after the equipment is ordered and shipped for delivery, it is later determined that the jobsite is not prepared/available to receive each and/or all equipment and PURCHASER does not have an alternate location for storage of the equipment, then such equipment may be stored at RISE UP'S premises, provided, however, that Purchase agrees to pay a storage rate in the amount \$500.00 per calendar day until such time that the jobsite will be available to receive each and/or all equipment for all of RISE UP'S general costs due to extra handling, warehousing and insurance, and a re-delivery fee in the amount of \$ if RISE UP \$1,500 first attempted to deliver the equipment to the jobsite. Such storage fee (and re-delivery fee, if applicable) shall be paid prior



to the delivery of the equipment to the jobsite. If PURCHASER has an alternate location for storage of the equipment, then PURCHASER shall pay to RISE UP (with 10 days from receipt of invoice) all costs and expenses incurred by RISE UP for relocating the equipment to the jobsite when the same is ready for installation.

- On the Delivery Date, PURCHASER shall provide (at no cost to RISE UP) suitable tractor-trailer access and roll-able access from the unloading area, along with a forklift for unloading (and thereafter staging) the equipment. PURCHASER shall provide an enclosed (dry) building structure for the storage of the equipment, and the failure of PURCHASER to provide such enclosed (dry) building structure for the storage of the equipment, shall void all warranties provided by RISE UP.
- PURCHASER shall provide (at no cost to RISE UP) a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground.
- PURCHASER acknowledges that the contract price includes a single mobilization to the jobsite. A re-mobilization fee in the amount of \$2800.00 per crew and per occurrence shall be paid by PURCHASER for RISE UP pulling off the jobsite or for any delays caused by others once the equipment has been delivered and the work has commenced.
- Unless required by specification, there are no provisions for "temporary use" of the equipment prior to completion and acceptance of the complete installation. Any temporary use and the costs thereof shall be agreed upon by the parties prior to any such temporary use.

Warranty:

- Subject to the terms and conditions contained in this Section, and for a period of twelve (12) months following the job completion and the issuance of a Permit to Operate (Warranty Period), Contractor warrants that all materials and equipment shall be in conformance with this Agreement, and free from defective workmanship and materials not intrinsic in the design or materials required in the description of the work/services to be performed by RISE UP (Warranty). Contractor's Warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which exceeds product specifications, or insufficient maintenance, modifications performed by PURCHASER or others, or abuse. If during the Warranty Period it is determined that an installation defect exists (as caused by RISE UP), RISE UP will repair the installation defect.
- This Warranty shall not include nor shall RISE UP be liable for any damage to the structure or other items of which are not part of RISE UP'S installation, or to the contents of or within the structure for any direct, indirect, consequential, incidental, special or general damages of any kind, whether in contract or tort, including negligence, and PURCHASER expressly waives any claims against RISE UP for any such damages and/or losses. In no event shall the liability of RISE UP under this Warranty exceed the contract price set forth in this Agreement.



- Excluded Matters: This Warranty does not provide protection against, and RISE UP will have no liability for, any failure or damage caused to the elevator system(s) by the following:
 - a) Fire, earthquakes, or other acts of God;
 - b) Damage, cracks, breaks or openings occurring in the elevator system due to settling, distortion, alterations, additions, movement or latent defects in the structure or substance;
 - c) Vandalism or damage caused by other persons or foreign objects;
 - d) Any deficiency, loss or damage caused or made worse by PURCHASER'S negligence and/or failure to minimize or prevent damages in a timely manner or by PURCHASER'S failure to timely notify RISE UP of any deficiency;
 - e) Any deficiency, loss or damage that occurs after the expiration of the Warranty Period;
 - f) Any deficiency, loss or damage caused by lack of reasonable care and maintenance, failure to follow a product manufacturer's and/or RISE UP'S maintenance schedule recommendations or failure to perform such maintenance obligations standard in the industry;
 - g) Acts of parties other than RISE UP; and/or
 - h) PURCHASER'S failure to timely pay the full contract price.
- Notification, Inspection and Corrective Action Rights of RISE UP: RISE UP shall have the following notification, inspection and corrective action rights:
 - a) RISE UP or its designated representative shall have the right, but not the obligation, to inspect the elevator system(s) or any other areas it deems necessary on a periodic basis and shall notify the PURCHASER of the existence of any conditions which may threaten the integrity of the elevator system(s);
 - b) In the event of damage to or failure of the elevator system(s) caused by any of the Excluded Matters listed above, PURCHASER shall promptly notify RISE UP in writing of the same; and
 - c) RISE UP shall have the right, immediately upon receipt of such notice by PURCHASER of a defect or a failure (or at such other times as reasonably requested by RISE UP), to inspect or have inspected, the elevator system(s) and any other areas RISE UP deems necessary. If upon inspection, RISE UP, or its designated representative, determines that the failure of the elevator system(s) is caused by any of the Excluded Matters, the inspection and repair costs shall be paid by PURCHASER.
- Qualifications: Any action for the breach of this Warranty, except for nonpayment by the PURCHASER, must be commenced within one year after the cause of action occurs, and all actions shall be barred after such time. Time is of the essence on all matters of any nature arising under this Warranty. Should any provision or portion of this Warranty be declared invalid or in conflict with any law of the jurisdiction where the structure is situated, the validity of all other provisions and portions shall remain unaffected and in full force and effect. This Warranty constitutes the final expression of the parties' agreement regarding the Warranty and supersedes and replaces any all other statements, materials, and/or information made by RISE UP or made available to PURCHASER by RISE UP, and it is a complete and exclusive statement of the terms of this Warranty. Personnel of RISE UP are not authorized to make or extend any warranties except as otherwise stated in this Warranty, and any such oral statements shall not



be relied upon by PURCHASER or any third party. THIS WARRANTY IS IN LIEU OF ANY OTHER LIABILITY FOR DEFECTS, NOR ARE THERE ANY WARRANTIES OF MERCHANTABILITY OR OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.

ADDITIONAL TERMS AND CONDITIONS:

Duties, Responsibilities and Obligations of PURCHASER:

- In addition to other specific matters set forth in this Agreement, Purchase shall have the following general duties, responsibilities and obligations:
- PURCHASER shall provide RISE UP unrestricted ready and safe access to all areas of the building in which any part of the equipment is located, free and clear from all water, stored materials and debris, and PURCHASER shall remove and remediate any waste (including without limitation, hydraulic oil, spoils, asbestos, etc.) and/or hazardous material in accordance with all applicable laws and regulations.
- PURCHASER shall be solely responsible for taking all steps to ensure safety with regard to the use of the equipment, including without limitations, providing attendant personnel, warning signs and other safety controls. If in RISE UP'S sole judgment, the equipment presents a safety hazard to the riding public or RISE UP'S personnel, RISE UP may terminate this Agreement
- PURCHASER shall properly post, maintain and preserve any and all instructions or warnings to passengers in connection with the use of the equipment.
- PURCHASER shall provide RISE UP all wiring diagrams for the equipment.

Disclaimers/Limitation of Liability/Indemnity:

- RISE UP shall not be responsible or liable for any loss, damage or delay caused by matters beyond the control of RISE UP, including without limitation, labor trouble, strikes, lockouts, fire, explosion, theft, adverse weather conditions, acts of God, concealed or unknown conditions, suspension of the work by PURCHASER, unavailability of material, and/or delays caused by PURCHASER'S failure to perform its obligation under this Agreement.
- RISE UP'S liability for damages of any kind, whether in contract or tort, or otherwise, shall not exceed the contract price to be paid to RISE UP under this Agreement. Furthermore, RISE UP shall not be liable for any special, indirect, liquidated or consequential damages, including without limitation, loss of rents, revenue, profit, goodwill, or use of equipment or property, or business interruption.
- To the fullest extent permitted by law, PURCHASER shall indemnify and hold harmless RISE UP and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the failure of PURCHASER to perform its



duties and obligations hereunder and/or the negligence or other acts of PURCHASER, but only to the extent not caused by the negligent acts or omissions of RISE UP.

Additional Services:

- RISE UP will perform additional services/work at PURCHASER'S request. However, the provision of such services is not within the scope of this Agreement and is performed on an item by item basis to be charged at RISE UP'S standard billing rates or in accordance with such other terms as agreed upon by RISE UP and PURCHASER.

Insurance:

- PURCHASER shall maintain commercial general liability insurance (current ISO form CG 00 01) on an "occurrence" basis in an amount not less than \$2,000,000 each occurrence, which may be satisfied through any combination of primary and umbrella coverage. RISE UP shall be named as an additional insured under PURCHASER'S liability and any excess liability insurance policies. Such insurance shall be the primary insurance for claims arising at or on the Property, and any policy of RISE UP shall be excess and non-contributing in all respects. Any deductibles or self-insured retentions associated with the policies will be wholly for the account of PURCHASER and, with respect to RISE UP, will be treated as though it were first dollar insurance. All policies providing for such coverage shall waive all the insurer's right of subrogation against RISE UP.
- RISE UP shall maintain workers' compensation insurance as required by statute and commercial general liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. RISE UP may fulfill its liability insurance obligations through any combination of primary and umbrella coverage.
- Upon request, each party shall provide to the other party certificates of insurance evidencing the insurance coverage required by this section.

Miscellaneous:

- This Agreement, any modifications thereto, shall be governed by, subject to and construed in accordance with the laws of the State of California, and is deemed executed in Sacramento County. Venue shall only be proper in the courts located in Sacramento California.
- The failure of either party to exercise any right hereunder or to take any action permitted regarding a breach by the other party shall not be deemed a waiver of any other such right or any other rights or subsequent breach of a similar or different nature.



- If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect.
- This Agreement may not be modified by either party by oral communication or representations made before or after the execution of this Agreement. All modifications must be in writing, signed by the parties and made after the execution of this Agreement.
- Should action or suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recovery of reasonable attorney's fee and costs. The "prevailing party" shall be the party entitled to recover such attorney's fees and costs regardless of whether such suit proceeds to final judgment. Any award rendered by an arbitrator shall include a finding that designates the prevailing party.
- All negotiations and understandings are merged into this Agreement. This Agreement constitutes the entire understanding of the parties. There are no oral or other written agreements between the parties concerning the subject of this Agreement.
- This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery (including delivery by facsimile transmission) and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

ACCEPTED BY PURCHASER:	ACCEPTED BY RISE UP:
Name:	RISE UP ELEVATOR, INC.
By: _____	By: <u>CODY BRAUN</u>
Print Name: _____	Cody Braun
Title: _____	Title: Chief Executive Officer
Date: _____	Date: <u>06/18/2026</u>



EXHIBIT A

WORK BY OTHERS : 2.3 Exclusions

The following to be provided by PURCHASER:

1. Legal hoistway of proper size, plumb within 1" per 100', and a level pit of proper depth.
2. Suitable machine room with legal access and clearances, properly heated and ventilated. Temperature not to exceed 40°C (104°F) or per local code. Recommended temperature not to exceed 35°C (95°F).
3. Trenching and back fill, if the oil feed line is run underground from pit to machine room, the floor of which should not be poured until pipe is in place, unless other provisions have been made with elevator contractor. For Bore Hole Elevators a 2'-6" square blackout in elevator pit floor, to be filled when plunger assembly has been installed. Removal of excess material from the digging of elevator plunger assembly hole which will be drilled by PURCHASER when pit is poured and before any further construction above lowest landing is started by PURCHASER.
4. Supports for rail fastenings at intervals where specified by elevator contractor, including separator beams between hoistways. A pick point at the top center of each hoistway for hoisting purposes shall be provided by PURCHASER.
5. Rough openings for elevator entrances in front walls, as indicated by elevator contractors drawings, at all floors or, optionally the front wall shall not be erected until the entrances have been set in place.
6. Hoistway guards and barricades during the time of equipment installation.
7. All necessary sleeves and the setting of same, as required by elevator contractor.
8. Venting of the hoistway as required by governing code.
9. Sill supports, including grouting, after sills are in place.
10. All screens, railings, fences, steps and ladders if required. Pit ladders are required. Per ASME A17.1-2004, 2.2.4.2, Pit ladders shall have a clear distance on not less than 7" from centerline of the rungs, cleats, or steps to the nearest permanent object in back of the ladder.
11. All cutting of walls, floors or partitions together with all repairs, grouting, patching and painting made necessary by such cutting or changes. Furnishing, installing and maintaining the required fire rating of the elevator hoistway walls, including the penetration of the fire wall by elevator fixture boxes, is not the responsibility of RISE UP.
12. Temporary power (220V/30A minimum required) for operation of temporary hoist and tools.
13. 3 Pole fused main line switch in machine room for each elevator with feeders connected to each controller. See NFPA 70, 620-51, 620-62. Switch to be provided with an electrical interlock if emergency battery lowering is provided in elevator controller.
14. 220V-10-20 amp service to supervisory controller in machine room when required.
15. Lights, light switch and convenience outlets in elevator machine room and pit. See NFPA 70, 620-23, and 620-85.
16. 120V 10-20 Amp service with lockable disconnect (see NFPA 70, 620-22, 620-53, and 620-85) connected to controller(s) in elevator machine room for car lights and accessories.
17. Telephone instrument in elevator car and wiring from building source to elevator controller.
18. Provide finish flooring in elevator cab.



19. All other equipment necessary and not otherwise called for in the elevator contract.
20. All electrical equipment to meet local and NFPA 70 Standards (see NEC 620). Per ASME A17.1-2004, 2.8.2.3.4 When sprinklers are installed in the hoistway, all electrical equipment, except earthquake protective devices conforming to 8.4.10.1.2(d), located less than 48 in. above the pit floor, shall be (a) weatherproof (NEMA4), and (b) wiring shall be identified for use in wet locations.
21. Sprinklers are permitted to be installed in the elevator machine room and hoistway subject to A17.1 Rule 102.2 - a means to automatically disconnect the main power supply shall be provided.
22. Heat and product of combustion sensors with necessary wiring to elevator controller when fire service is provided.
23. Water removal systems for the elevator pit shall comply with 3120.6(c).
24. Inspection and permit fees are not included. NOTE: California Department of Industrial Relations & Safety has a zero deficiencies inspection policy and will inspect per the California Code of Regulations (CCR) Title 8 and ASME A17.1-2004. Any re-inspection due to incomplete work by others will be billed at RISE UPS regular team rates.
25. Supports for machine beams as required.
26. Reinforced concrete floor slab, with blockouts to be poured after machine is in place.
27. Structural, anchorage, seismic, or hoistway modifications
28. Hazardous material testing, abatement, or remediation;
29. After-hours work, phasing, temporary protection, and access requirements



TULARE LOCAL HEALTHCARE DISTRICT

Elevator Modernization Proposal

Prepared For:

Tulare Local Healthcare District
1437 E. Prosperity Avenue, Tulare, CA 93274

Project Address:

Adventist Health Tulare
869 N. Cherry Street, Tulare, CA 93274

Prepared By:

Vertical Options LLC
Date: June 24, 2026



June 24, 2026

Tulare Local Healthcare District

Attn: Brett Scott, Construction Manager

1437 E. Prosperity Avenue

Tulare, CA 93274

Re: Proposal for Elevator Modernization – RFP Released 6/10/2026

Dear Mr. Scott:

Vertical Options LLC ("Vertical Options") is pleased to submit the enclosed proposal for the modernization of the four existing elevators – two traction and two hydraulic – at the Tulare Adventist hospital, in response to the District's Request for Proposals released June 10, 2026.

Vertical Options has valued the opportunity to work with the District since 2024, including the new installation of two 4-stop and two 6-stop MRL traction elevators and two dumbwaiters in the hospital addition. We are committed to bringing that same level of quality, responsiveness, and reliability to the modernization of the District's existing elevators.

This proposal presents a single, fully defined modernization scope of work for each elevator type, built around non-proprietary equipment selected to preserve the District's long-term service flexibility. It clearly identifies equipment to be replaced, retained, refurbished, or modified; states inclusions, exclusions, and work required by others per the RFP's requirements; and provides separate pricing for the traction and hydraulic modernization scopes as well as a combined total project cost.

This proposal constitutes an unconditional offer by Vertical Options LLC to perform the Work described herein in accordance with the District's policies and procedures, the RFP, and the resulting Contract Documents.

We appreciate the opportunity to continue our partnership with the District and look forward to discussing this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to read "Wade Friesen", written over a horizontal line.

Wade Friesen

President

Vertical Options, LLC

509.951.6416 | wade@voelevator.com



PROJECT OVERVIEW

Core Objective	Approach	Delivery Plan
Restore safe, reliable , code-compliant, and maintainable operation of all four existing elevators.	A single modernization scope for the traction cars and the hydraulic cars – non-proprietary controllers, refreshed mechanical and door systems, and required code/seismic safety upgrades.	Sequential, one-elevator-at-a-time execution to maintain the best possible operational continuity for an active hospital.

EXECUTIVE SUMMARY

Vertical Options proposes a complete modernization of the District's two existing traction elevators and two existing hydraulic elevators at the Tulare Adventist hospital facility. The scope is built around non-proprietary equipment, most notably EC Pixel non-proprietary microprocessor controllers, so the District retains the ability to obtain service and parts from any qualified elevator provider after modernization, rather than being tied to a single vendor.

PROJECT MISSION

District Objectives	Our Response
Maintain reliable, continuous vertical transportation for a 24/7 hospital facility.	Phase the work one elevator at a time; sequence the most at-risk units first.
Achieve safe, code-compliant operation (ASME A17.1, seismic, and fire-service related elevator features).	Replace controllers, ropes/governors, seismic devices, and door equipment as outlined in the scope of work.
Avoid proprietary lock-in on critical building equipment.	Specify EC Pixel non-proprietary microprocessor controllers, serviceable by any qualified elevator provider.
Clear, accountable scope definition.	Explicit replace / retain / exclude lists matching the RFP's required disclosures, item by item.
Coordinate cleanly with the District's other trades and consultants.	Electrical, fire alarm, structural/seismic, and HCAI/OSHPD design items are clearly flagged as excluded or by others.



MODERNIZATION APPROACH

- **Reliability first:** target the components most likely to drive downtime – controls, hoist machine/suspension components or hydraulic power units, governors, and door systems.
- **Non-proprietary equipment:** EC Pixel microprocessor controllers keep the District's elevators serviceable by any qualified provider, removing proprietary software and service-tool restrictions.
- **Phased, one-car-at-a-time execution:** sequence work starting with the most troublesome unit(s) (anticipated to be the traction cars) with only one elevator out of service at any time, to maintain the best possible operational continuity for the hospital.
- **Code and life-safety compliance:** seismic counterweight displacement detection, seismic event monitoring, rope grippers, and related elevator life-safety features are included in the base scope.



SCOPE OF WORK BY ELEVATOR GROUP

Each bidder was directed by the RFP to field-verify all existing conditions and to clearly identify equipment to be replaced, retained, refurbished, or modified. The scope below reflects Vertical Options' field review and is organized by elevator type.

Traction Elevators (2 Cars)

Included in Modernization Scope:

Control & Positioning

- Replace controllers with new EC Pixel non-proprietary microprocessor controllers & Landa™ Positioning System
- Addition of Code Blue Operation as required by HCAI/OSHPD
- HCAI/OSHPD certified seismic compliant controller
- HCAI/OSHPD required seismic tie-downs for controller

Machine & Suspension Equipment

- Reseal and paint hoist machines (see alternate to replace hoist machines)
- Change gear box oil
- Replace hoist motor with new A/C foot-mount motor
- Install machine guarding on existing machines
- Replace hoist ropes, wedge shackles and anti-rotation device
- Install automatic rope lubrication system
- Replace governors, tension sheaves (with HCAI/OSHPD required displacement switch), and governor ropes; install new governor guards
- Install rope grippers
- Weigh final car and counterweight assemblies, and adjust counterweight as needed
- Disassemble, clean, lubricate, readjust machine brake

Alternate Option #1:

- *Replace hoist machine with new Hollister Whitney GT31 traction machine, motor, drive sheave and deflector sheave.*

Wiring & Conduit

- New hoistway wiring and traveling cables
- Install new wireway and conduit in machine room and hoistway

Fixtures

- Replace hall and car fixtures with stainless steel panels with LED lighting

Door Equipment

- Install new non-proprietary closed-loop door operators
- Replace car door track and hangers
- Replace hoistway door track and hangers



- Install new hoistway door panels to eliminate possible risk of asbestos exposure
- Install new hoistway door interlocks, pickup rollers and linkage
- Install new door gibbs (lower guides)

Ride Quality & Guides

- Replace car and counterweight roller guides with new sprung guides

Seismic & Safety

- Install counterweight displacement detection system
- Install seismic event monitoring devices
- Install seismic fishplates on guide rails
- Install escape hatch switches and new pit stop switches
- Install car top handrails
- Replace toe guards

Cab

- Install new cab fans
- See alternate to replace cab finishes and drop ceilings

Alternate Option #2:

- *Replace existing cab interior with new SnapCab retrofit package and ECI stainless-steel LED downlight drop ceiling*

Closeout

- Disposal of all old/removed materials
- Paint machine room floor and pit
- Perform state inspection

Retained: hoist machines (see alternate), machine brake, and deflector sheaves; car frame and cab (and cab interiors, see alternate); guide rails and brackets; hoistway entrance frames; counterweight frame and fillers.

Hydraulic Elevators (2 Cars)

Included in Modernization Scope:

Control & Hydraulic Equipment

- Replace hydraulic power units (new pump, motor, and control valve) with submersible units
- Install new oil line isolation hardware
- Install new pipe rupture valves
- Reseal hydraulic jacks (replace jack packings)
- Replace all Victaulic gaskets in hydraulic lines
- New hydraulic oil



- Replace controllers with new EC Pixel non-proprietary microprocessor controllers & Landa™ Positioning System
- Addition of Code Blue Operation as required by HCAI/OSHPD
- HCAI/OSHPD certified seismic compliant controller
- HCAI/OSHPD required seismic tie-downs for controller and power unit

Wiring & Conduit

- New hoistway wiring and traveling cables
- Install new wireway and conduit in machine room and hoistway

Fixtures

- Replace hall and car fixtures with stainless steel panels with LED lighting

Door Equipment

- Install new non-proprietary closed-loop door operators
- Replace car door track and hangers
- Replace hoistway door track and hangers
- Install new door gibs (lower guides)

Ride Quality & Guides

- Replace car roller guides with new sprung guides

Safety

- Install escape hatch switches and new pit stop switches
- Install car top handrails
- Install seismic fishplates on guide rails

Cab

- Install new cab fans
- See alternate to replace cab finishes and drop ceilings

Alternate Option #2:

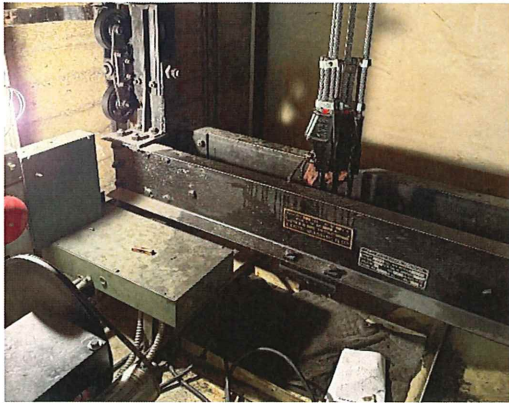
- *Replace existing cab interior with new SnapCab retrofit package and ECI stainless-steel LED downlight drop ceiling*

Closeout

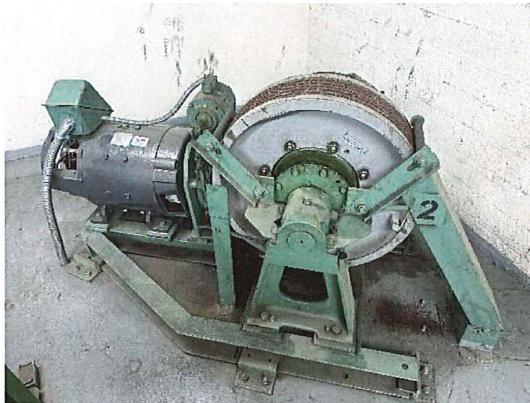
- Disposal of hydraulic oil (hazardous material)
- Disposal of all old/removed materials
- Paint machine room floor and pit
- Perform state inspection

Retained: car frame and cab (and cab interiors, see alternate); guide rails and brackets; hoistway doors and entrance frames; car doors; hydraulic jacks and piping.

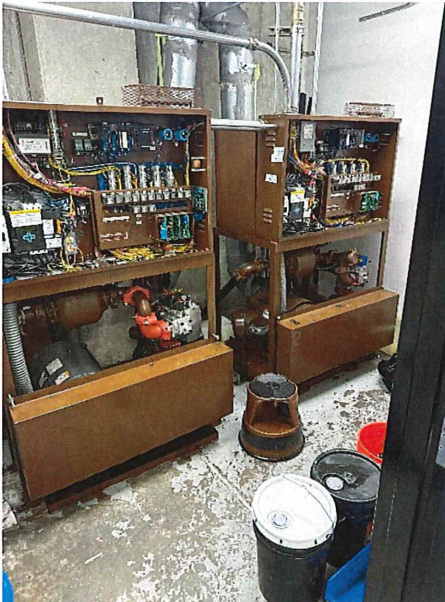
EXISTING CONDITIONS



Existing Traction Elevator – Car / Hoistway



Existing Traction Elevator – Machine Room



*Existing Hydraulic Elevator – Machine Room /
Power Unit*



Existing Hydraulic Elevator – Car / Hoistway



EQUIPMENT FOCUS: NON-PROPRIETARY & RELIABILITY

This is a conventional, well-established modernization scope. Unlike highly proprietary OEM equipment that can require specialized vendor-specific solutions, the District's existing traction and hydraulic elevators are well suited to standard, non-proprietary modernization. Equipment selections below were made based on reliability and serviceability first.

Component	Proposed Equipment	Why It Matters
Controllers (all 4 cars)	EC Pixel non-proprietary microprocessor controller	Serviceable by any qualified elevator provider; removes OEM software and controlled obsolescence risk.
Hoist motor (traction)	New Imperial A/C foot-mount motor	Standard, readily available replacement across providers.
Hydraulic power unit (hydraulic)	New submersible pump / motor / control valve assembly	Quieter operation, reduced oil leakage risk, simplified future service.
Governor & rope system (traction)	New Hollister Whitney governor, tension sheaves, governor ropes	Increases reliability of governor and safety system.
Door operators (all 4 cars)	New GAL MOVFR-II non-proprietary closed-loop door operator	Smooth, quiet, reliable door operation without proprietary components.
Seismic devices (traction)	Counterweight displacement detection + seismic event monitoring	Provides equipment and life-safety protection during seismic events (required by code)
Rope Gripper	Hollister Whitney 622 rope gripper	Adds secondary emergency brake in case of main brake failure (required by code).



RFP SCOPE DISCLOSURES

Per Section 2.3 of the RFP, the following items are addressed below as included, excluded, or work required by others:

Item	Status	Notes
Fire alarm interface and fire service coordination	By Others	District's fire alarm contractor coordinates directly with the District. Vertical Options terminates/connects elevator-side recall wiring only.
Smoke detector, heat detector, shunt trip, or elevator recall-related work	Excluded	Modification of the existing fire/life-safety system to support elevator fire recall is by others.
Electrical feeders, disconnects, GFCI outlets, lighting, or power upgrades	Excluded	Includes main disconnect replacement for NEC/shunt-trip compliance, GFCI outlets in machine rooms/pit. Pit and machine room lighting upgrades, and auxiliary cab-lighting disconnects, seismic sensor annunciator system – by District's electrical contractor.
Machine room temperature, ventilation, or humidity control	Excluded	By District's HVAC contractor.
Structural, anchorage, seismic, or hoistway modifications	Excluded	Structural engineering and hoistway modification driven by CA hospital seismic requirements, and associated HCAI/OSHPD support documents, by District's architect/structural engineer. (Elevator-specific seismic devices listed in the Scope of Work are included.)
Architectural patching, fire caulking, wall repair, painting, or finish work	Excluded*	*Except machine room floor and pit painting, which is included.
Cab interior upgrades and flooring	Excluded	Existing cab interiors are retained under this proposal. (unless alternate is selected)
Hazardous material testing, abatement, or remediation	Excluded	Lead paint, asbestos, or other hazmat remediation by others if encountered. Disposal of used hydraulic oil and elevator-generated waste is included.
HCAI/OSHPD submittal documents beyond elevator shop drawings, layout drawings, or equipment-specific support documents	Excluded	Vertical Options provides elevator-specific shop/layout drawings and equipment support data only; see HCAI/OSHPD statement below.



Item	Status	Notes
State inspection, reinspection and testing fees	Included	State inspection and testing for the elevator scope of work is included.
Generator testing or emergency power coordination	Included (coordination only)	Vertical Options coordinates generator testing with the District's electrical contractor and the inspector; the generator itself is by others.
Disposal of oil, removed equipment, or other materials	Included	Disposal of all replaced components and used hydraulic oil is included.
Warranty of retained hoist machine	Excluded	Condition of existing hoist machines could not be thoroughly assessed at time of field survey, due to equipment being out of service.
After-hours work, phasing, temporary protection, and access requirements	Included (limited)	Overtime is included specifically for landing call station changeover. General phasing and temporary protection of public/patient areas are included as described in this proposal; full-shift after-hours acceleration is excluded unless separately requested.
Disease Control Testing for Vertical Options Employees	Excluded	Disease control testing, training, or other District imposed requirements are excluded in this proposal.
California State Sales/Use Tax	Included	Proposal pricing includes 8.25% on equipment/fixture cost; excludes labor.
Payment & Performance Bond Premium Cost	Excluded	See Bonding & Insurance statement below.
CA State Engineering and Stamped Elevator Drawings	Excluded	Vertical Options can provide elevator specific engineering and stamped elevator drawings if required, see alternate option #3.

HCAI/OSHPD & Submittal Support

Vertical Options will provide elevator equipment layout drawings, signal fixture drawings, attachment details, and equipment-specific engineering data necessary to support the District's HCAI/OSHPD submittal. Vertical Options will assist with permit applications and inspection coordination/scheduling for the elevator scope of work, and will perform required state inspections and testing. Structural/seismic engineering calculations and HCAI/OSHPD support documents beyond elevator-specific equipment data are excluded and assumed to be provided by the District's architect/engineer of record.



SUBCONTRACTOR LISTING

Per Section 6.2 of the RFP, the following subcontractor listing is provided for the Work included in this proposal:

Trade / Scope of Work	Subcontractor	CA Lic. #	DIR Reg. #
Elevator Modernization (100% of the Work described in this proposal)	None – Self-Performed by Vertical Options LLC	1123290	2000002886

Vertical Options LLC will self-perform 100% of the elevator modernization scope of work described in this proposal using its own employees. Electrical, fire alarm, structural, HCAI/OSHPD design, and other supporting work identified above as “Excluded” or “By Others” is anticipated to be contracted directly between the District and the applicable trade contractors or consultants and is not subcontracted by Vertical Options.



PROJECT PHASING AND SCHEDULE

Vertical Options recommends a sequential modernization approach, with only one elevator out of service at any given time, unless the District specifically requests an alternate schedule. Acceleration of the schedule may be mutually negotiated at additional expense.

Project Durations

Planning Item	Duration	Notes
Contracting, submittals, architectural & engineering	Unknown	Equipment lead time will not begin until final acceptance of submittal package.
Estimated equipment/material lead time	12-16 weeks	To be confirmed upon award and final equipment ordering.
Estimated construction duration per traction elevator	5-6 weeks	Per car; includes installation, testing, and turnover.
Estimated construction duration per hydraulic elevator	5-6 weeks	Per car; includes installation, testing, and turnover.
State inspection / turnover per unit	2 days per car	Performed at the completion of each unit before proceeding to the next.
Total project duration (all 4 cars, sequential)	33-41 weeks	Assumes one elevator out of service at a time. Does not include Contracting, submittals, architectural & engineering period.

Operational Continuity Plan

- Coordinate all outages, sequencing, and return-to-service timing directly with hospital facilities/engineering staff.
- Maintain only one elevator out of service at a time unless otherwise directed by the District.
- Provide barricades for public and patient-care areas adjacent to active work areas.
- Maintain a clean, safe jobsite appropriate for an active, occupied hospital environment.
- Coordinate any required shutdowns, fire watch, or interim life-safety measures with hospital staff in advance.



PRICING

Pricing below is structured per the RFP's requirements: separate totals for the traction and hydraulic modernization scopes, a combined total project cost, and a price breakdown by labor, equipment, general conditions, and overhead & profit.

Pricing by Elevator (Base Proposal)

Car	Type	Price
T-1	Traction	\$312,895
T-2	Traction	\$312,895
Traction Subtotal		\$625,790
H-1	Hydraulic	\$272,224
H-2	Hydraulic	\$272,224
Hydraulic Subtotal		\$544,448
Combined Total Project Cost		\$1,170,238

Price Breakdown – Traction Elevator Modernization (T-1 & T-2)

Cost Category	Amount
Labor	\$177,810
Equipment & Materials	\$138,909
General Conditions	\$21,162
Overhead	\$187,737
Profit	\$100,171
Traction Total	\$625,790

Price Breakdown – Hydraulic Elevator Modernization (H-1 & H-2)

Cost Category	Amount
Labor	\$177,810
Equipment & Materials	\$96,113
General Conditions	\$21,162
Overhead	\$163,335
Profit	\$86,028
Hydraulic Total	\$544,448

Alternate Options Pricing

Alternate	Amount
(#1) Traction Car Machine Replacement (Hollister Whitney GT31 Machines)	+ \$61,718 per traction elevator
(#2) Cab Interior Aesthetic Modernization (SnapCap Interior Kits)	+ \$31,650 - \$38,720 per elevator, depending on final interior laminate selection
(#3) CA State Engineering and Stamped Elevator Drawings	+ \$18,700 for total project



SnapCab Example Rendering



Hollister Whitney GT31 Machine



WARRANTY

Vertical Options warrants that all materials and equipment furnished under this scope are new and free from defects, and that all work will be performed in a workmanlike manner, for a period of 12 months from substantial completion, or issuance of a valid operating permit for each elevator, whichever occurs first (the "Warranty Period"). This warranty covers repair or replacement of defective parts and materials, and correction of workmanship deficiencies, directly resulting from the modernization scope described in this proposal.

This warranty does not include routine maintenance, periodic adjustment, lubrication, cleaning, callback service, or other preventive maintenance. The District is responsible for arranging a separate maintenance agreement to maintain the elevators during and after the Warranty Period.

Repairs or modifications to warranted components performed by parties other than Vertical Options will void the warranty for the affected component.

BONDING & INSURANCE

Vertical Options LLC maintains the bonding capacity and insurance coverage necessary to perform work of this scope and value and will furnish Payment and Performance Bonds and a Certificate of Insurance meeting the District's requirements upon contract award, consistent with Sections 8 and 9 of the RFP.

Payment and Performance Bond premiums are excluded from the pricing in this proposal. Bond premiums will be calculated and added once final scope, alternates, and contract value have been confirmed, and will be provided as a line-item addition prior to contract execution.

ASSUMPTIONS AND EXCEPTIONS

- Based on field review of existing conditions, the District's RFP, and the scope outlined herein.
- Final pricing, durations, and lead times are placeholders pending final equipment selection, quoting, and confirmed field conditions, to be finalized prior to contract execution.
- Unknown or concealed conditions discovered during the Work will be addressed through the District's change management process.
- Pricing assumes normal business-hours access except where after-hours work is specifically included (landing call station changeover).
- DIR registration is current at the time of bid submission and will remain current throughout performance of the Work, per Labor Code §§1725.5 and 1771.1.



OFFEROR NAME, ADDRESS, AND SIGNATURE

Per Section 6.1 of the RFP, the following information is provided:

Company Name: Vertical Options, LLC

Entity Type / State of Formation: Limited Liability Company, State of Washington

Business & Mailing Address: 732 N Napa St, Spokane, WA 99202

Telephone: 509.951.6416

Date: June 24, 2026

By: _____

Wade Friesen

Title: President

California Contractor License #: 1123290

DIR Registration #: 2000002886

Traction Modernization

Proposal# -26688

Valley Elevator Inc

2882 Larkin Ave Ste B

Clovis, CA 93612



Date: 2/28/2026

CUSTOMER

LOCATION

Scott, Brett PO Box 1135 Tulare, CA 93275 Attention: Scott, Brett Phone: 559-509-2572 Email: BScott@tulararegional.org	026858, 2, 869 N Cherry, Tulare, CA 026859, 3, 869 N Cherry, Tulare, CA
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Valley Elevator proposes the following upgrades to the above-mentioned elevator:

CONTROLS

- Controls will be replaced with a new non-proprietary solid-state controller.
- New prints and owner's manual will be included.
- Provide engineered drawing for HCAI/OSHPD submittals (Submitted By Others)
- State Inspections with State of California Elevator Inspector

MACHINE ROOM EQUIPMENT

- Retain existing machine.
- Replace current DC motor with a new AC motor.
- Special signage will be included to meet current code requirements.
- New rope gripper will be installed.
- New Seismic sensor device will be installed.

FIXTURES & EMERGENCY COMMUNICATIONS

- New car fixtures will be installed.
- New hall fixtures will be installed.
- New ADA phone will be built into the new car fixture.
- New emergency light will be installed.

HOISTWAY & PIT EQUIPMENT

- Buffers and pit steel will be retained.
- Traveling cables, car and hatch wiring will be replaced.
- Final limit switches will be retained.
- A new positioning device will be installed to meet current code requirements.
- A new top of car inspection station will be installed.
- New car top stop switch will be installed.
- Pit switch will be installed.
- Rail brackets and Joint plates will be retained.
- Pit ladder will be retained.
- If outlet in pit is not GFI, a GFI outlet will be installed by others.

DOOR EQUIPMENT

- Door operator will be replaced.
- Car door tracks will be replaced.
- Car Door will be retained.
- Car door clutches will be replaced.
- Hoistway door tracks will be replaced.
- Hoistway door interlock contacts will be replaced.
- Door gibs will be replaced.
- Door rollers will be replaced.
- Car door detectors will be replaced.
- Hoistway door entrances will be retained.
- Dust covers will be retained.
- Toe guards will be replaced.

CAR

- Cab interior will be retained.
- Car sill will be retained.
- Car flooring will be retained.
- Car wiring will be replaced.

Any additional work required after HCAI/OSHPD submittals and acceptance will be on separate proposal

Work Provided by Others

GENERAL

- The owner will provide the following requirements, which are based on ANSI A17.1 Code, the governing code except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 rules.
- This proposal covers the elevator engineered drawings for Osh-pod submittals. Any additional work that arises from the submission to Osh-pod will be covered in a separate proposal

HOISTWAY

- Any fire caulking or patching of sheetrock will be provided by others.
- If outlet in pit is not GFI, a GFI outlet will need to be installed.
- If there is a sprinkler in the elevator shaft, it may require a smoke sensor and heat sensor installed in the shaft. The sensor must be accessible for testing from outside the shaft.

MACHINE ROOM

- Provide means to control room temperature and humidity to between 55 and 90 degrees Fahrenheit with relative humidity of not more than 85% non-condensing.
- Smoke sensor and means to interface with elevator controls.

ADDITIONAL ITEMS EXCLUDED:

- Fire alarm interface and fire service coordination
- Smoke detector, heat detector, shunt trip, or elevator recall-related work
- Electrical feeders, disconnects, GFI outlets, lighting, or power upgrades

- Machine room temperature, ventilation, or humidity control
- Structural, anchorage, seismic, or hoistway modifications
- Architectural patching, fire caulking, wall repair, painting, or finish work
- Cab interior upgrades and flooring
- Hazardous material testing, abatement, or remediation
- HCAI/OSHPD submittal documents beyond elevator shop drawings, layout drawings, or equipment-specific support documents
- Generator testing or emergency power coordination
- HCAI/OSHPD Inspections not covered
- Temporary protection (by others)

DISPOSAL OF OUTMODDED EQUIPMENT

- All equipment that is replaced by us will be removed from the premises by Valley Elevator and becomes Valley Elevator property.
- Valley Elevator pledges to dispose of materials responsibly and to recycle whenever possible.

Owners' Responsibility:

You agree to provide Valley Elevator Inc unrestricted safe access to all areas of the building in which any part of the unit is located and to keep unit and surrounding areas free from water, stored materials and debris. You agree to provide a safe workplace for our personnel, and to remove and remediate any waste or hazardous materials not related to the modernization in accordance with applicable laws and regulations.

The units listed in this agreement ARE listed as public works. (Public works facilities are 50% or more of the facility's square footage is occupied/ funded by a state or federal organization). Rates listed are based on this Public works status. If at any time this status changes, it is the responsibility of the owner to notify Valley Elevator Inc immediately. Any and all fines incurred by Valley Elevator Inc due to this status being inaccurately disclosed will be the responsibility of the owner.

Payment:

Description	Price each	Quantity	Total
Due upon acceptance of this offer.	\$174,828.75	1.00	\$174,828.75
Due upon arrival of material.	\$174,828.75	1.00	\$174,828.75
Due upon completion of first elevator	\$174,828.75	1.00	\$174,828.75
Due upon completion of inspection.	\$174,828.75	1.00	\$174,828.75
Total amount			\$699,315.00

- Material Cost: \$246,820.00
- Labor Cost: \$336,491.10
- Overhead & Profit: \$128,043.90

Price includes up to four (4) hours per elevator for State Inspection fee. However, if elevators fail State Inspection for reasons not arising from the replacement of controllers or elevator components, such as faulty smoke detectors, additional fees will be the responsibility of building owner.

Total project cost: \$699,315.00 (Six Hundred Ninety-Nine Thousand Three Hundred Fifteen Dollars)

- You agree to pay Valley Elevator Inc the sum of \$699,315.00, payable as outlined above. Payment shall be made by check payable to Valley Elevator Inc. Any payments made by credit card will incur a 3.5% fee.
- You agree to pay a late charge of one and one-half percent (1.5%) per month on any past due balance due for more than thirty (30) days, together with all costs incurred by us to collect overdue amounts (including but not limited to attorneys' fees.)

Warranty

- Valley Elevator will warrant the workmanship and materials for all new and refurbished parts for one year. Retained parts will be covered under terms of Maintenance Contract.
- Warranty repair work will be performed during normal business hours—Monday through Friday, excluding elevator trade holidays. Work requested after normal business hours or on holidays will be billed at a rate of \$ per hour.
- Warranty shall begin upon acceptance of elevator.

Valley Elevator retains title to any equipment provided/installed until final payment is made. If payment is not made within 60 days of final acceptance you will be responsible for any costs for collection and/or attorney fees.

Acceptance:

This proposal, when accepted by you and approved by our representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior oral or written representations or agreements not incorporated herein will be superseded. This Contract may not be changed, modified, revised or amended unless in writing signed by you and a representative of Valley Elevator Inc.

Contact information:

Onsite Contact: _____

Billing Contact: _____

Onsite Email: _____

Billing Email: _____

Onsite Phone#: _____

Billing Phone Number: _____

We prefer to receive our invoices via **E-Mail:** _____ **USPS:** _____

Billing Address: _____

PO for this proposal if required for Invoicing: _____

Submitted for Valley Elevator Inc Kenneth Slocum	Title CEO	Accepted by Customer	Title
Signature	Date 02/28/2026	Signature	Date

This proposal is only valid for Ninety (90) days from the date it was issued unless signed and returned to Valley Elevator Inc (2/28/2026)

Elevator Modernization Traction Elevators

***Tulare Local
Healthcare District***





Our Team

	Tim Duncan Modernization Operations Manager Tim brings 23 years of elevator and construction experience to his role as Modernization Operations Manager. Tim has held roles in the field as a Mechanic and office as Operations Manager. Tim's knowledge of all facets of the business ensure the best modernization experience for his customers.
	Edward Werley Project Manager Edward has a cumulative 25 years in the elevator industry. With modernization experience ranging from single hydraulic elevator to the most complex modernization project. There's not much that Edward has not seen when it comes to elevator configurations. That experience helps keep projects on track and on budget.
	Zach Hickman Project Superintendent Zack has over 16 years of experience in field operations, and is known for his hands-on leadership and practical, field-driven approach. With a background in construction, oil and gas, and real estate, he brings a broad skill set to complex modernization projects. His years as a finish carpenter and oilfield engineer shaped his ability to solve problems under pressure and manage crews effectively. Zack holds a degree in geology and combines technical insight with strong communication and coordination skills. He's adaptable and focused on delivering results.
	Rob Preston District Manager Rob oversees all aspects of our operations throughout Northern California providing our team the tools and support needed to deliver service and value every day. Rob brings 20 years of combined experience in Construction, Facilities Management and the Elevator Industry. Rob is very People and Customer focused and can be counted on.
	Steve Boisvert Sr Sales Executive, Modernization With 22 years of elevator experience and a degree in Electrical Engineering, Steve has strong technical expertise allowing for a proactive approach to modernization. Steve understands the importance of vertical transportation to your building operations and acts to ensure the best possible experience.
	Kent Tapping Sr. Modernization Sales/PM Kent brings 23 years of experience to our team. Starting out as an Electrical Fitter Mechanic working in the mines of Australia. After moving to the US, he took on the role of Electrical Shop Foreman at a boutique shipyard and eventually found his home in the Elevator Industry. Kent has worked for TKE for 7 years holding roles of Repair Superintendent, Modernization PM and now Sr. Sales/PM. Kent's extensive operational experience helps to ensure that projects are sold with seamless execution and constructability at the front and centre of every project's plan.



Our Current and Past Partners





Our Process

We pride ourselves when comes to elevator modernization in OSHPD environment. These projects are not traditional modernization, and we have years of experience and proven track record of delivering results. We thrust that you value such achievements to ensure your project will be successful and limit the impact to your operation.

OSHPD projects will require that the purchaser hire an Architect and an Engineer in order to complete the OSHPD design phase. TK Elevator will work with your partners to facilitate the requirements of OSHPD as it pertains to the elevators modernization design.

As part of TK Elevator's OSHPD process, TK Elevator will provide the architect/purchaser with a layout drawing set (pertaining to the contracted scope of work only), signal fixture drawings and attachment calculations/documentation for replaced equipment. Structural drawings for the hoistway construction or other building items are not included.

During the construction phase, the main trades involved are TK Elevator, Electrical contractors, Fire Life Safety Contractor and possibly a General Contractor. TKE's experienced Superintendents and Project Managers will work closely with all trades and assist with the coordination of the work.

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey, Submittals, Layouts, Project design, Meetings with AOR	10-12 Weeks
OSHPD Review and Approval	Varies
Ordering of Materials	4 Weeks
Fabrication time	24-28 Weeks
Crew Scheduling & Coordination with Sub-Contractors	Varies
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	15 - 17 Weeks

Modernization Proposal



Adventist Tulare – 2x Traction Elevators

June 24, 2026

Purchaser: Tulare Regional Medical Center

Address: 869 N Cherry St
Tulare, CA 93274-2207

Project Tulare Regional Medical Center

Location: Center
Address: 869 N Cherry St
Tulare, CA 93274-2207

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Tulare Regional Medical Center (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$938,950.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location. Here is the breakdown:

Price Breakdown		Description
Material	\$ 286,330.00	All material for 2x Elevators
Sub Contractors	\$ 20,230.00	Engineering Firm
Expenses	\$ 121,230.00	OSHA Inspection, Freight, Per diem and lodging
Labor	\$ 501,860.00	Labor cost
O&P	Included Above	Overhead & Profit
Sub-Total	\$ 929,650.00	
Bond	\$ 9,300.00	Performance and Payment Bond
Total with Bonds	\$ 938,950.00	

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

The price above includes those value added taxes, tariffs, duties, and/or similar charges that are in effect as of the date of this proposal. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including any new or increase in taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

In the event you have any questions regarding the content of this Proposal please contact me at +1 916 813-9668

We appreciate your consideration.

Regards,

Steve Boisvert

Steve Boisvert, steve.boisvert@tkelevator.com | +1 916 813-9668
TK Elevator Corporation, 940 Riverside Pkwy Ste 20, W. Sacramento, CA 95605

Modernization Proposal



SCOPE OF WORK

Building : Tulare Hospital
869 N Cherry St

Group : Group 1
Equipment Classification: Traction

Units Included

Nickname	Front Openings	Rear Openings	Side Openings	TKE Serial #
Car 1	4	0	0	
Car 2	4	0	0	

Description of Work

Controller

Item Description	Option	Installed On
TAC 32T Controller (Includes Options listed below) 24 VDC Signal Voltage - Electronic Door Detector Interface	New	Car 1,Car 2
eMax Monitoring Device Provisions	New	Group 1
BCC Panel for Two-way Communication	New	Tulare Hospital
Machine Room Wiring Package	New	Car 1,Car 2
tkE Green Drive 400C (2109CD004) VVVF AC Drive / Regenerative 30R	New	Car 1,Car 2
Emergency Power (10-D-4A)	New	Car 1,Car 2
Hospital Emergency Service	New	Car 1,Car 2
Seismic Operation / Counterweight Derailment	New	Car 1,Car 2
SSC & OSHPD (Special Seismic Conditions)	New	Car 1,Car 2
Tenant Security 3-1 (Card Reader)	New	Car 1,Car 2
Voice Annunciator Controls	New	Car 1,Car 2
THY Board / CE Driver Board	New	Car 1,Car 2
Position Indicator	New	Car 1,Car 2
Encoder Board for Motors by Others (part no. 546AV11)	New	Car 1,Car 2
Shaker Box (For Group)	New	Group 1
Auto Fan Light Shutdown (Sleep Mode)	New	Car 1,Car 2
Fire Service	New	Car 1,Car 2
Hall Lanterns	New	Car 1,Car 2
Hoistway Access	New	Car 1,Car 2
Door Operator Controls	New	Car 1,Car 2
Loadweigher Controls	New	Car 1,Car 2
User Interface Tool	New	Car 1,Car 2
Hoistway Enable/Inspection Operation	New	Car 1,Car 2
Independent Service	New	Car 1,Car 2

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Car

Item Description	Option	Installed On
Retain Safeties	Retain	Car 1,Car 2
Crosshead data tag (for existing car slings)	New	Car 1,Car 2
tkE Cable Strain Loadweigher (for 5 ropes)	New	Car 1,Car 2
Fan: Two Speed	New	Car 1,Car 2
Fan Grill Standard	New	Car 1,Car 2
Toe Guard for 2000 code (48")	New	Car 1,Car 2
Car guides	New	Car 1,Car 2
Cab Wiring Material (200MK1)	New	Car 1,Car 2
5 Pin Lock with electric contact for Car Top Exit	New	Car 1,Car 2
Car Top Railing	New	Car 1,Car 2

Hoistway Door Equipment

Item Description	Option	Installed On
Retain Hoistway Doors	Retain	Car 1,Car 2
Closer	New	Car 1,Car 2
Hanger Rollers	New	Car 1,Car 2
Interlocks	New	Car 1,Car 2
Pick Up Rollers	New	Car 1,Car 2
Gibs	New	Car 1,Car 2

Machine / Motor

Item Description	Option	Installed On
Retain Deflector/Secondary Sheave	Retain	Car 1,Car 2
Retain Machine – Including Drain Oil, Flush and replace Oil	Retain	Car 1,Car 2
New Rope Gripper	New	Car 1,Car 2
AC Motor	New	Car 1,Car 2
Retain Hoist Cables, traction steel, preformed	Retain	Car 1,Car 2

Cab

Item Description	Option	Installed On
Cab Interior – Allowance of \$35,000 per elevator	New	Car 1,Car 2
Cab Cladding – Allowance of \$5,000 per elevator	New	Car 1,Car 2
Retain Cab Flooring	Retain	Car 1,Car 2
Car Door (2SSS, #4 S/S (441))	New	Car 1,Car 2

Governor

Item Description	Option	Installed On
Retain Governor & Rope	Retain	Car 1,Car 2

Pit Equipment

Item Description	Option	Installed On
Counterweight Derailment detector (ring and string)	New	Car 1,Car 2
Pit Stop Switch	New	Car 1,Car 2
Counterweight guides	New	Car 1,Car 2

Hoistway Equipment

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Item Description	Option	Installed On
TAC 32T Field Friendly Wiring Package: - Includes single flat traveling cable with coax - hoistway wiring - interlock wiring - interlock connectors - discrete wiring - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.	New	Car 1,Car 2
APS (Absolute Positioning System) for TAC32T with Final Limit Switches	New	Car 1,Car 2
Screening	New	Group 1

Car Door Equipment

Item Description	Option	Installed On
Micro Light (Front)	New	Car 1,Car 2
LD-16 Plus Door Operator with Complete carside equipment (FRONT) includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)	New	Car 1,Car 2

Car Fixtures

Item Description	Option	Installed On
Main Car Station Includes Options Below	New	Car 1,Car 2
• Applied Panel	New	Car 1,Car 2
Vandal Resistant Floor Buttons	New	Car 1,Car 2
Cast Braille Plates for Car Features	New	Car 1,Car 2
Standard Key Switch Package - Fan - Light - Independent - Stop - Inspection/Hoistway Enable)	New	Car 1,Car 2
Emergency Light mounted in COP	New	Car 1,Car 2
2004 and later Fire Service Phase II Features (includes instructions signage)	New	Car 1,Car 2
Handicap Signal (Passing signal)	New	Car 1,Car 2
Two-way Communication Position Indicator	New	Car 1,Car 2
ADA Phone System integral with COP (Rath)	New	Car 1,Car 2
Speaker Pattern for Intercom System/ADA Phone	New	Car 1,Car 2
Locked Service Cabinet	New	Car 1,Car 2
Certificate Window	New	Car 1,Car 2
#4 Stainless Steel Finish (441)	New	Car 1,Car 2
Bar Style Button	New	Car 1,Car 2
Seismic Operation Jewel	New	Car 1,Car 2
Card Reader Provisions (Space only)	New	Car 1,Car 2
Voice Annunciator (mounted in COP) - Standard features only - additional costs apply for custom features	New	Car 1,Car 2
Smart Rescue Phone 5 Standalone	New	Tulare Hospital

Hall Fixtures

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Item Description	Option	Installed On
Hall Stations (Surface Mounted) with - Appendix O (Polycarbonate insert flame) - Fusion (#4 S/S (441))	New	Group 1
Fire Service Phase I Key Switch and Signage (Plastic)	New	Group 1
Car Identification Plate (Pair)	New	Car 1, Car 2
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	Car 1, Car 2
Horizontal Combination Hall Lantern and 2" Digital Hall Position Indicator (#4 S/S (441))	New	Car 1, Car 2
Standalone Hoistway Access Station #4 S/S (441)	New	Car 1, Car 2
Standalone Emergency Power Keyswitch with Jewel #4 S/S (441)	New	Group 1

Clarifications to Architectural Plans and Specifications:

1. This proposal is based on Prevailing wage. TK Elevator is incorporated in the State of Delaware (see W9 below)
2. For elevator modernization projects, each elevator cab will be weighed prior to the start of the modernization process of each individual unit. If the existing cabs are less or over 5% of the allowable weight and contracted capacity as noted on the original crosshead data tag and/or the elevators are out of balance, any additional scope of work to make code compliant will be determined on an elevator by elevator case basis and a change order for this work will be proposed accordingly. In addition, TK Elevator will not be responsible for any building structural items due to elevator exceeding the 5% allowable weight nor the under-sizing of the equipment proposed using the crosshead data tag information. Should additional or higher-rated equipment be required due to a discrepancy in the actual vs. car top crosshead data tag, additional cost may apply and will be provided via change order.
3. TK Elevator's proposal pricing includes regenerative drive technology. In the event that the building electrical systems, including generator, are not capable of receiving the power, any required modification to the elevator design it will be provided through the Change Order process.
4. This proposal includes the following allowance:
 - a. 8 hours per elevator of standby time to allow other trade to perform their work in the elevator shaft, machine room or cab
 - b. 8 hours per elevator for OSHA inspection.
 - c. One testing of generator
 - d. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

Any change to these allowance and testing will be provided through the Change Order process.
5. OSDPD inspection is NOT included. It will be compiled on a time ticket and submitted weekly.
6. As part of TK Elevator's OSHPD process, TK Elevator will provide the architect/purchaser with a layout drawing set (pertaining to the contracted scope of work only), signal fixture drawings, engineering attachment calculations for replaced equipment. TKE will also provide permit assistance, inspection coordination, and testing.
7. Logistical Plan:
 - a. TK Elevator shall deliver materials via the use of a craning company. An allowance of \$16,000.00 is included in this proposal for a total of 2 separate crane picks. Craning will be performed on normal time. Any required deviation from the stated logistical plan will be submitted as a change order to the project agreement.
 - b. Purchaser shall ensure that clear, unobstructed access by and between the machine room, elevators, storage areas, work areas, etc. for the duration of the project. Any required deviation from the stated logistical plan will be submitted as a change order to the project agreement.
8. All equipment provided as a part of this project shall be provided and installed in accordance with the applicable A17.1 requirements at the time of the bid/proposal. Retained equipment shall remain 'as-is' and not be reconditioned

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nor modified to meet A17.1, OSHPD, structural, or seismic requirements, unless specifically included or clarified elsewhere. If any work is required on retained equipment, a change order will be provided detailing additional required scope and pricing.

9. The rails shall be retained. If any work is required on retained equipment, a change order will be provided detailing additional required scope and pricing.

10. No related work / "work by others" is included in TK Elevator's pricing as this work will need to be completed by a general contractor. Please note that the wall area around all signal fixture boxes must be fire-rated based on current OSHPD requirements. In addition, any list provided by TK Elevator for such work will be made part of the project agreement documents.

11. The existing counterweight frame and weights shall be retained. Any additional work required to properly balance the elevator, including the replacement of the frame, will be provided through the Change Order process.

12. Security: TK Elevator requires additional information on special function, if any, such as Scramble pad, Key pads, Card Reader.

13. SITE SPECIFIC CONDITIONS/ OSHPD

a. OSHPD projects will require that the purchaser hire an architect and if necessary, a general contractor in order to complete the OSHPD approval process. TK Elevator will work with the architect and GC of the project to facilitate the requirements of OSHPD as it pertains to the elevators as needed however, should additional work or coordination be required, additional costs will apply.

b. As part of TK Elevator's OSHPD process, TK Elevator will provide the architect/purchaser with a layout drawing set (pertaining to the contracted scope of work only), signal fixture drawings, engineering attachment calculations for replaced equipment. TKE will also provide permit assistance, inspection coordination, and testing. Structural drawings for the hoistway construction or other building items are not included. Furthermore, should additional work be required, additional costs will apply.

c. Typical lead time for TK Elevator OSHPD submittals is 10-12 weeks unless prior arrangements have been made between the purchaser and TK Elevator.

d.. Scanning or X-raying of any machine room or hoistway walls, flooring or other items is not included in TK Elevator's pricing. It is strongly recommended that a full scan and permanent marking of the various elevator work areas (i.e. concrete machine room floors for floor penetrations, etc.) occurs prior to TK Elevator's mobilization at the project.

e.. Should the field installers, superintendents or project managers be required to attend regular meetings for the project, additional cost will apply based on the hourly requirements.

f.. Equipment manufacturing and the subsequent mobilization to the jobsite will be scheduled by TK Elevator once OSHPD project approval has been received by the purchaser and a formal notification provided to TK Elevator's project representative.

g. Once OSHPD approval has been given to the project, any differing site condition or change by the purchaser, owner, inspector or general contractor requiring additional engineering, submittals and/or approvals will entail additional costs including the possible demobilization and remobilization of the installation crew(s).

h. Should standby time be required, additional labor cost will apply based on standard agreed-upon billing rates.

i. Some existing conduit shall be retained. Any special bracing, brackets, added support, relocation, or replacement shall be addressed through the change order process.

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01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey, Submittals, Layouts, Project design, Meetings with AOR	10-12 Weeks
OSHPD Review and Approval	Varies
Ordering of Materials	4 Weeks
Fabrication time	24-28 Weeks
Crew Scheduling & Coordination with Sub-Contractors	Varies
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	15 - 17 Weeks

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

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

02 Payment of Work

35% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable when the submittals are approved and material described above is ready ordered. This payment will be applied to material procurement.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging

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facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

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

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

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

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

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

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

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

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or omission of the Financing Partner. Purchaser further agrees that any assignment by TK Elevator to the Financing Partner of the right to receive payment hereunder shall not impair TK Elevator's rights or remedies in the event of nonpayment. The obligations of Purchaser under this paragraph shall survive any termination, cancellation, or expiration of this Agreement.

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$450.06
Mechanic (OT) per hour	\$742.50
Team (Standard) per hour	\$810.10
Team (OT) per hour	\$1,335.66

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 01-24-2028 .

03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator's software that is licensed for the Owner's use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of

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ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

04 Preventative Maintenance Program

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

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

05 Work Not Included

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

A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
 - A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening.
 - A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.

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- Adequate bracing of entrance frames to prevent distortion during wall construction.
- All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
- TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

B. Electrical and Life Safety:

- Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
- Purchaser shall provide:
 - permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
 - piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
 - conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the Unit controller;
 - a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;
 - emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - emergency power operation is included as part of the design of the Unit control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the Unit;

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- confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

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

06 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$125.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.
- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- You agree that if you are not ready to permit us to begin the installation of the equipment when we notify you when all or part of it is ready for shipment, you will immediately pay us a sum equal to the amount which would be payable to us if the elevator equipment or such part of it had actually been shipped and delivered. Unless you promptly provide to us a secure and convenient storage area, we are authorized to warehouse the elevator(s) at your risk and in any event, you shall reimburse us for all costs due to extra handling and warehousing.

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- TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
- The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

07 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for "temporary use" of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.
- Cost for temporary use of a Unit shall be \$250.00 per calendar day for each traction elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
- Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per Unit up to 10 floors in addition to costs for replacement or refurbishment of equipment based on special circumstances. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.
- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be \$1,500.00 per Unit and a remobilization fee which shall be \$5,000.00 per Unit, plus any additional costs

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that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.

- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form" prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
- At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of \$275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.

08 MAX

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

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

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- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications."

The cost of Multimedia Monitoring service is not included in the price of this Proposal. Continued service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

09 Additional Terms and Conditions

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

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and/or components after the date of this Proposal. When the materials and/or components called for in this Proposal are ready to ship, if required TK Elevator will provide Purchaser with a change order(s) covering all additional amounts mentioned in the preceding sentence which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

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

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

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

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

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable

Modernization Proposal



attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

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

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

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

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

Miscellaneous Documents

Details on TK Elevator Corporation

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
TK Elevator Corporation

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
788 Circle 75 Pkwy SE, Suite 500

6 City, state, and ZIP code
Atlanta, GA 30339

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requestor* for guidelines on whose number to enter.

Social security number
- - - - -
or
Employer identification number
6 2 - 1 2 1 1 2 6 7

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person
David W. Turnage - Tax Officer

Date
01/02/2026

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

ACIA-2FK7KR2 | June 24, 2026

CONTRACTORS STATE INSPECTION
CHECK LIST FOR TITLE 8 GROUP 4 ELEVATORS

Date:	June 24th 2026
Contractor Name:	Electrical and Fire Life Safety
Job Name:	869 N Cherry St – 2x Traction Elevators

This list of Non Elevator items was prepared by TK Elevator as a guideline and needs to be validated by the respective trade specialist- Electrical, Fire Life Safety and Code.

The following items are required by the ANSI A17.1, N.F.P.A., U.B.C., N.E.C. codes in which are enforced by the State of California. This list must be completed prior to the inspection of the elevator(s). Please be aware that this list is provided as a courtesy to our customers. Any questions or comments should be addressed to the project's architect. Note if a re-inspection is required due to non-compliant code conditions re-inspection fees will apply and the State can impose a 30day re-inspection penalty.

Machine Room

- 1 ☐ 7'0" Clear " Head Room" in the machine room. 3.7, 2.7.4.1 & 2.7.7.1
- 2 ☐ Door to be self-closing and self-locking with store room lock. 3.7 & 2.7.3.4.1 (b)
- 3 ☐ Door size 30" W x 80"H Min. 3.7 {2.7.3.4.1}
- 4 ☐ Door must be per. U.B.C. Code O.K. 300.2{101.la}
- 5 ☐ Door Key to be readily accessible (one key for pit). 3.7 2.7.3.4. l(d) & 8.1. l(c)
- 6 ☐ Natural or Mechanical ventilation to ensure safe and normal operation per the equipment manufacturers specifications. 2.7.5.2 & 2.8.4
- 7 ☐ Air conditioning allowed for cooling (Requirements) 3.8 [2.8.4-2.8.4.5]
- 8 ☐ Light switch within 18" lock jamb side of door toggle style switch. 3141.7(a) (3) (A) [2.7.5.1]
- 9 ☒ Lighting to be 19ftc. @ floor level. 3.7, 2.7.5.1
- 10 ☒ Light guards. 110.17(b)
- 11 ☒ Car light disconnect Fused (capable of being locked in the off position & numbered if there is more than one elevator in the machine room). 620-53 & 620-22[a] CEC 2010 62053
- 12 ☐ Fire extinguisher Class ABC. 8.6.1.6.5
- 13 ☐ Disconnect front clearance. 620-5
- 14 ☒ Disconnect switch grounding. 620-82.
- 15 ☒ Smoke Detectors located in machine room, one per beam pocket.
3 sets of contacts primary, secondary, & fire hat for fire recall. Modules should be added as required in the machine room. 2.27.3.1.6H. 306.11{211.3b}
- 16 ☐ Heat detector not to exceed 2ft from sprinkler head required if sprinkler head is present, not a one time use heat detector. NPFA 72 Chpt.3 3-8.15, 2.8.2.3.2 & 3.8.
- 17 ☐ Shunt trip breaker located outside of machine room, required if machine room is sprinkled. 3.8 & 2.8.2.3.2
- 18 ☐ Sprinkler head guards. NFPA 13
- 19 ☒ Removal of Sprinkler heads in Machine Room. Must be approved by Fire Marshall (if not approved see #16 & 17)
- 20 ☒ G.F.I Convenience outlet. 620-23 (c) & 620-85
- 21 ☐ No Foreign Wiring in machine room. 3.8, 2.8.1.2 & 620-37
- 22 ☐ No Foreign Piping in machine room. 3.8, 2.8.2.4
- 23 ☐ Machine Room and Hoistway to be located on the same side of any building expansion Joints. 2410.l

CONTRACTORS STATE INSPECTION CHECK LIST FOR TITLE 8 GROUP 4 ELEVATORS

- 24 ☐ Auxiliary contacts required in disconnect and shunt trip breaker when battery lowering is part of system 3.26.10

Pit

- 1 ☒ Light switch must be illuminated and be 18" to 36" above sill on pit ladder side. 3141.7 (a) (3) (B)
- 2 ☒ Illumination not less than 10 ftc. 3.2 [2.2.5.1]
- 3 ☒ Light to be guarded (& ground guard if using metallic). 3.2 [2.2.5.2]
- 4 ☐ Pit Ladder with 7" toe hold/ 16" wide & 48" grab bar above bottom landing. 3.2 [2.2.4.2]
- 5 ☐ Pit screens required (if multiple hoistways) 6' above top ladder rung for hydraulic elev. 3141.7(a) (16) {3016(c)}
- 6 ☐ Sump cover to be flush with pit floor. 3.2 [2.2.2.6]
- 7 ☐ All equipment for water removal to be located outside of pit, hoistway & machine room. 3141.7(a) (13) group 3 3120.6(c) & 3120.6(d)
- 8 ☒ Sprinkler not to exceed 2ft from pit floor & head guard (will not require sensors relating to Shunt trip). 300.3
- 9 ☒ Removal of Sprinkler heads in elevator shaft – Top and Pit Must be approved by Fire Marshall
- 10 ☒ G.F.I. Convenience outlet. 620-85
- 11 ☒ All connection, junction box and light fixture must be Water tight
- 12 ☐ Pits must be designed to prevent entry of ground water 3.1 [2.1.2.2]

Hoistways

- 1 ☐ Hoistway Vent (if more than 3 stories). 3004.1 CBC & 2.1.4
- 2 ☐ Landing sills to be flush. 3.1 & 2.11.11.1 (b)
- 3 ☐ Illumination at landings not less than 10ftc. 3.11 & 2.11. 10.2
- 4 ☐ Sprinkler head guard. NFPA 13
- 5 ☐ Heat detector and smoke detector not to exceed 2ft from sprinkler head. 2.8.2.3.2, 3.27.1 & 2.27.4.2
- 6 ☐ Access door for detector maintenance provide 2' x 2' maximum size with lock. Screening required on hoistway side of opening 13 gauge max 3/4" 3.7 & 2.7.3.4.3 (b) (c) & 620-37.1 (fire rated as required by U.B.C. 2.1.1.1.3)
- 7 ☐ Hoistway recesses not allowed. 3.1 & [2.1.6.2a]
- 8 ☐ Beam projections more than 2" to be beveled or covered by 75deg. Angle. 2.1.6.2
- 9 ☐ Setbacks to be beveled top & bottom at a 75deg. Ang. 2.1.6
- 10 ☐ 12" Minimum clearance of crosshead to lowest point of overhead structure. 2.4.12
- 11 ☐ 43" Minimum to lowest point of overhead structure or obstruction. 2.4.12
- 12 ☒ Removal of Sprinkler heads in elevator shaft – Top and Pit. Must be approved by Fire Marshall (if not approved, See #5 & 6)
- 13 ☒ **When hoistway or pit is sprinkled:** All electrical equipment below 48" to be weatherproof (NEMA 4) & wiring to be identified for use in wet locations. 3.8 [2.8.2.3.4] NFPA 70. (Confirmed if sprinklers are present)

CONTRACTORS STATE INSPECTION CHECK LIST FOR TITLE 8 GROUP 4 ELEVATORS

Miscellaneous

- 1 ☒ Two-way communications for all elevators standard voice line or dedicated Line. 3.27, 2.27.1.1 & 2 **(confirm phone line is present & operational)**
- 2 ☐ Written cleaning instructions for glass (if glass hoistways are used). 3001(a) (7) & 8.6.10.3.2 Glass to be laminated and each piece marked As Z97.1 or 16 CFR part 1201 3.14 [2.14.1.8.1]. GC to submit detailed drawings of glass hoistway to the division for approval 3001 (a) (3)
- 3 ☒ Smoke Detectors **(non-self resetting)** required at all elevator lobbies (3 sets of contacts: primary, secondary, & fire hat for fire recall. Modules should be added in the machine room.) 2.27.3.2.1. **(Normally open contacts)**
- 4 ☐ Number of 24hr monitoring service is:_____
- 5 ☐ Number of phone line is:_____
- 6 ☐ All materials for car interior in end use configuration not to exceed a flame spread index 0 to 75 & smoke development of 0 to 450. Flooring in elevator cab, provide letter from manufacture to state flame spread that meets the above flame spread index.
- 7 ☐ Note on Traction elevators any project that has multiple elevators located in a group hoistway, must have Screening between elevators installed from the top of the hoistway to the bottom. See code:_____
- 8 ☐ Owner must provide a letter to the State that states the elevator will handle a stretcher on all elevators with a capacity of less than 3,500 pounds.
- 9 ☐ Traction Elevator machines require a permanent sign be posted that states the floor rating as noted on page 24 of ASME code A17.1
- 10 ☐ Please note that heat detectors and smoke detectors can be tested without the presence of the elevator subcontractor.
- 11 ☒ On the day of inspection the contractor must have a representative onsite to demonstrate the life safety and fire recall systems for the state inspector.
- 12 ☐ ADA access into the building (i.e. sidewalks, parking lots and entry ramps complete)
- 13 ☒ Inspections required for pre testing and final test on life safety system
- 14 ☒ Confirm distribution panel, line size to the machine room, and machine room breakers are sized correctly for amperage required. We do not anticipate the new system will draw more amperage than the existing. A final power confirmation will be provided to your electrician during engineering. A preliminary power confirmation can be provided if requested.
- 15 ☒ If emergency power is present in order to absorb the regenerative power from the elevator system, the total standby power load must, at a minimum, equal at least twice the standby power load imposed by the affected elevators alone.
- 16 ☒ If emergency power is present, a dry set of normally closed contacts provided to each group of elevators that remains closed anytime the elevators are supplied with voltage from normal "utility power supply". These contacts are to open any time power is being supplied from any other source. 2) A dry set of normally open contacts provided to each group of elevators which closes 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator.



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G.C. Acknowledgement:	
Date:	



Closing

Thank you for the opportunity to earn your business.
We look forward to a strong partnership in the years ahead.

Steve Boisvert , Sr Sales Executive, Modernization TK Elevator, P: 916.813.9668