

Item # 7AC
Date: 10/28/24

Date: October 28, 2024

COUNCIL ACTION FORM

Agenda Item: Fire Alarm & Elevator Monitoring for the Nevada Field House

History:

As the Field House nears completion of the first year of operation, we need to renew our agreements for monitoring services for the fire alarm system and the elevator.

Currently Midwest Alarm is providing those services at a cost of \$1,200.00 year. That agreement expires on December 14, 2024. Midwest Alarm has been good to work with, and we have not any issues with their service.

I have reached out to get pricing for service that would begin on December 15, 2024. Below is summary.

- Midwest Alarm Services – Urbandale, IA - \$1,200.00/year for 3 years. No additional charges since cellular dialers are already in place.
- Marshalltown Alarm – Marshalltown, IA - \$987.80/year for monitoring + \$2,948.22 for new cellular dialers. Only do yearly agreements with annual price increases.
- TK Elevator – Urbandale, IA – Will monitor elevator only at no cost if we have an active maintenance agreement in place with them. They have an equipment installation cost of \$4,518.45 for a new dialer. Will do a multi-year agreement for the elevator only.
- Astra Security – Ankeny, IA – No longer provides this service.

Based on the fact that we already have Midwest Alarm and their dialers in place, we feel it is best to continue with them since we can lock in a price for 3 years, and they will provide monitoring for both the fire alarm and elevator as they are doing currently.

Options:

1. Approve monitoring services agreement with Midwest Alarm Services for a cost of \$1,200.00 per year for 3 years.
2. Seek additional pricing that breaks out the fire alarm and elevator separately.
3. Request all new quotes for monitoring services.

Staff Recommendation:

1. Staff recommends accepting Option #1: Approve monitoring services agreement with Midwest Alarm Services for a cost of \$1,200.00 per year for 3 years for monitoring both the fire alarm system and the elevator.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at thansen@cityofnevadaiaowa.org.



Midwest Alarm Services
 3001 99th Street
 Urbandale, IA 50322
 (515)400-4049
 www.midwestalarmservices.com

Des Moines 3001 99th St, Urbandale, IA 50322 Ph (515)288.4000

Midwest Alarm Services Basic Agreement

Midwest Alarm Services. ("Midwest") agrees to furnish CUSTOMER with installation and services described below:

INFORMATION	
Billing Name ("CUSTOMER"): City of Nevada- Nevada Field House Billing Address: 1209 6th St Billing City, State, Zip: Nevada, IA, 50201 Contact Name: Tim Hansen Phone Number: 515-382-4352	Site Name ("Premises"): Nevada Field House Site Address: 1625 Fawcett Pkwy Site City, State, Zip: Nevada, IA, 50201 Email Address: thansen@cityofnevadaiaowa.org Salesperson: Austin Stephens
EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")	
The following Equipment to be Midwest Owned or CUSTOMER Owned under this Agreement:	The following Services to be provided under this Agreement:
Fire - CUSTOMER Owned Radio - CUSTOMER Owned	Central Station Online Monitoring Supervisory
INSTALLATION PRICE AND PAYMENT SUMMARY	
Total Installation Price: \$ <u>0</u> (Plus applicable taxes) Deposit Due at Signing: \$ <u>0</u> Balance Due Upon Completion: \$ <u>0</u> Midwest reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.	Service Charge: Monthly \$ <u>1,200.00</u> (Plus applicable taxes) Initial Term: <u>36 months</u> Billing Cycle: <u>Annually</u> Monthly service charge is due in advance of each billing cycle.
SCOPE OF WORK	
<ul style="list-style-type: none"> - Central Station Monitoring of the Fire Alarm System via Radio - \$540.00 - Central Station Monitoring of the Elevator via Radio - \$660.00 	

Terms & Conditions

1. The term of this Agreement is listed on page 1 and starts on the date Service is operative ("initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. Midwest may increase the monthly service charges after the initial term one time annually to recover increases in service costs. CUSTOMER agrees the billing invoice setting forth the new charge will be sufficient notice of the increase. However, if CUSTOMER notifies Midwest in writing within thirty (30) days after the effective date of the increased charges that CUSTOMER is unwilling to pay the increased charges, Midwest will, at its sole option, either terminate this Agreement as if the term had expired or, in the alternative, continue the prior charges and will allow this Agreement to remain in full force and effect without further notice. Failure to notify Midwest in writing within thirty (30) days after the effective date of the increased charges will constitute CUSTOMER's acceptance of such increased charges.
2. CUSTOMER shall be responsible for sales tax, permits, false alarm fines or other charges relating to the installation of Equipment or the Services provided under this Agreement assessed by any governmental body.
3. A late fee of one and one-half percent (1.5%) per month will be applied to balances over thirty (30) days from Invoice date. CUSTOMER is responsible for all collection costs incurred for unpaid bills, including reasonable attorney's fees.
4. When this Agreement includes inspection/testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am – 5pm, Monday through Friday) unless specifically stated otherwise under Services provided area.
5. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of Midwest.
6. When this Agreement includes cellular communicator futureproof protection, Midwest will replace the cellular communicator as technology changes at no costs to CUSTOMER. When this Agreement includes cellular communication futureproof protection with batteries, Midwest will also provide free batteries on panel and wireless sensors. CUSTOMER may also request one (1) inspection by Midwest technician every twelve (12) months at no charge when cellular communicator futureproof protection is included herein.
7. CUSTOMER authorizes Midwest to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. If any inspection bureau, any other authority having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. Midwest is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
8. When this Agreement includes the use of a digital, Internet or cellular/radio communicator for transmitting signals to a monitoring center, the CUSTOMER understands that a communicator uses standard telephone lines, Internet service or cellular/radio towers for sending signals, and that the monitoring center will not receive signals when the transmission mode is cut, interfered with, shut down, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone, Internet and service charges for Internet and telephone lines, and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. Midwest shall not be obligated to perform monitoring Services hereunder during any time when telephone lines, Internet or cellular/radio towers are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER'S premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify Midwest of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any Midwest Service Agreement. Midwest recommends an alternate method of communication be added to the System.
9. If CUSTOMER defaults on the terms of this Agreement or cancels this Agreement before the end of the initial term, the balance of the amount due for the unexpired term will be immediately due and payable to Midwest. CUSTOMER shall be liable for attorney's fees and costs incurred by Midwest to enforce this Agreement. If CUSTOMER defaults or cancels this Agreement, Midwest shall have no further obligation to perform under this Agreement and may remove any Midwest owned equipment or alternately abandon all or any portion of the System.
10. Midwest hereby warrants to CUSTOMER that the System will be installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, Midwest will replace or repair the defective part without charge. This warranty is not assignable. This warranty does not cover any damage to the System caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than Midwest, or any other cause other than normal wear and tear. MIDWEST MAKES NO IMPLIED OR OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Midwest does not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. Midwest is not liable for consequential or incidental damages.
11. Midwest, its representatives, successors, assigns, suppliers and/or the manufacturers of the Equipment used by Midwest (collectively "Midwest / SUPPLIERS") are not insurers. Payments provided under this Agreement are based solely on the value of the System set forth herein and are unrelated to the value of CUSTOMER'S property or value of the contents thereon. Midwest/SUPPLIERS shall not be responsible for and are released from all loss, damage or expense due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to, or receive any data at the monitoring center) or the response time of third party emergency personnel. CUSTOMER agrees that if Midwest/SUPPLIERS is found liable for loss or damage due to failure of Midwest/SUPPLIERS to perform any of the obligations herein, SUCH LIABILITY SHALL BE LIMITED TO THE SUM, AS APPLICABLE, OF THE TOTAL INSTALLATION PRICE STATED ON PAGE 1 OF THIS AGREEMENT AND THE TOTAL MONTHLY SERVICE CHARGES FOR THE INITIAL TERM OF THIS AGREEMENT. The provisions herein shall be the sole and exclusive remedy of CUSTOMER for any such liability of Midwest/SUPPLIERS and CUSTOMER hereby waives all statutory, common law and other claims and remedies with respect thereto. The limitations of liability herein are reflected in the pricing of the System to be provided by Midwest to CUSTOMER hereunder.
12. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS Midwest/SUPPLIERS, FROM ANY LOSS, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ON ACCOUNT OF ANY CLAIM FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) BY ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE OPERATION OR NONOPERATION OF THE SYSTEM, UNLESS MIDWEST/SUPPLIERS WAS GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

13. It is the responsibility of the CUSTOMER to maintain insurance covering risk of damage to CUSTOMER's premises and all property therein/thereon. CUSTOMER hereby releases Midwest/SUPPLIERS for all losses, damages, claims, suits, legal proceedings and expenses ("Suit"): (i) covered by CUSTOMER's insurance policies; (ii) policy deductibles, copay percentage, or related limits; (iii) in excess of amounts paid by CUSTOMER's insurance; and (iv) due to underinsurance. As an inducement to Midwest to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER's insurance company shall not have any right to subrogation against Midwest/SUPPLIERS.
14. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. The CUSTOMER agrees that any Suit against Midwest/SUPPLIERS must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. CUSTOMER waives the right to bring any class action against Midwest/SUPPLIERS.
15. This instrument contains the entire Agreement between CUSTOMER and Midwest with respect to the transactions described herein and supersedes all previous agreements, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
16. This Agreement is not assignable by CUSTOMER except upon the written consent of Midwest, which shall not be unreasonably withheld. This Agreement or any portion thereof is assignable by Midwest in its sole discretion.
17. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by CUSTOMER AND Midwest to be binding.
18. Midwest shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of CUSTOMER, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, quarantine restrictions, riots, or inability due to causes beyond its reasonable control, whether foreseeable or not.
19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
20. If this Agreement terminates for any reason, the provisions of paragraphs 9 through 20 shall survive indefinitely.

NOTICE OF RIGHT TO CANCEL (for residential customers only)

You may cancel this transaction without any penalty or obligation within THREE (3) business days from this Agreement made date on the first page of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you under the Agreement or transaction, will be returned within TEN (10) business days following receipt by Midwest of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Midwest at your location in substantially as good condition as when received, any goods delivered to you under this Agreement or transaction sale, or you may, if you wish, comply with the instructions of Midwest regarding the return shipment of the goods at Midwest's expense and risk. If you make the goods available to Midwest and Midwest does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Midwest, or if you agree to return the goods to Midwest and fail to do so, then you remain liable for performance of all obligations under this Agreement.

CUSTOMER ACCEPTANCE

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

Signed: _____
SIGNATURE
TITLE
DATE

Approved:
 Midwest Alarm Services

Signed: _____ Date: _____

System installed and operative this _____ day of _____, 20_____.



MARSHALLTOWN ALARM

P.O. Box 1263 • Marshalltown, IA 50158
641-758-3400 • office@marshalltownalarm.com

PROPOSAL SUMMARY

Proposal Submitted To City of Nevada	Job/NO #	Phone 515-382-4352	Date 10/4/2024
Street 825 15th. Street PO Box 530	Job Name Elevator Cellular Communicator		
City, State, Zip Code Nevada, Iowa 50201	Job Location Field House Building		
Attention Tim Hanson	Date of Plans	Terms	

Marshalltown Alarms is pleased to have the opportunity to quote this project.

Install and program a Rath cellular communicator to work with the TK elevator phone system. The cost of the equipment and installation will be \$2,058.80 this includes the 2 year activation of the SIM card in the communicator. The annual cost of monitoring with Marshalltown Alarm will be \$493.90.

The elevator service tech will be needed to program the new central station numbers into the phone elevator.

This quote does NOT include painting or repair of walls or ceiling if required

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of

Two thousand fifty-eight dollars and 80/100's

\$2,058.80 tax is not included

Payment to be made as follows:

To be paid with-in 30 days of receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Bill Heckel

Note: This proposal may be withdrawn by us if not accepted within 30 days of the above date.

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____



MARSHALLTOWN ALARM

P.O. Box 1263 • Marshalltown, IA 50158
641-758-3400 • office@marshalltownalarm.com

PROPOSAL SUMMARY

Proposal Submitted To City of Nevada	Job/WO #	Phone 515-382-4352	Date 10/4/2024
Street 825 15th Street PO Box 530	Job Name Fire Alarm Cellular Communicator		
City, State, Zip Code Nevada, Iowa 50201	Job Location Field House Building		
Attention Tim Hanson	Date of Plans	Terms	

Marshalltown Alarms is pleased to have the opportunity to quote this project.

Install and program a fire alarm rated cellular communicator to report activity from the Honeywell NFW-100X fire panel. Daily test signals, Trouble alerts and supervisory fire alarms will be monitored by Marshalltown Alarm. The cost of the equipment and installation will be \$889.42 and the annual cost of monitoring this system will be \$493.90.

This quote does NOT include painting or repair of walls or ceiling if required

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of

Eight hundred eight nine dollars and 42/100's

\$889.42 tax is not included

Payment to be made as follows:

To be paid with-in 30 days of receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Bill Heckel

Note: This proposal may be withdrawn by us if not accepted within 30 days of the above date.

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Repair Work Order



October 14, 2024

Purchaser: CITY OF NEVADA
Address: 1209 6TH ST
NEVADA, IA 50201-1536

Location: NEVADA FIELD HOUSE
Address: 1717 FAWCETT PKWY
NEVADA, IA 50201-1536

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Four Thousand Five Hundred Eighteen Dollars and Forty Five Cents (\$4,518.45)** plus any applicable sales or excise tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	TKE ID	Description	Repair category
USV1031200	USV1031200	Cell Dialer	Operational

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

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

We appreciate your consideration.

Regards,

Bailey Caldwell
TK Elevator Corporation
4671 121st Street
Urbandale IA 50323
bailey.caldwell@tkelevator.com |

Notice:

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

Repair Work Order



Scope of Work

Cell Dialer

TK Elevator will furnish and install a new cell dialer that is compatible with the current phone and can be programmed to TKE monitoring.

The cost of this scope of work includes, at TK Elevator's election, the installation of a remote-monitoring device (a "Device") to those elevators at the location listed above ("Units") and connection of the Device to TK Elevator's cloud-based Internet of Things platform known as "MAX." With the installation of the Device and its connection to MAX, information obtained via machine learning may be sent to TK Elevator's technicians in connection with any service contract Purchaser has with TK Elevator that covers the Units to promote early diagnosis, faster fixes and reduced downtime at no additional charge.

Payment Terms

100% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 0% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

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

Work order price:		\$4,518.45
Estimated tax:	7.0000	\$316.29
Estimated contract price:		\$4,834.74
Initial progress payment:	(100%)	\$4,834.74

Repair Work Order



Terms and Conditions

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

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

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

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

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

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

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

Purchaser consents and authorizes TK Elevator (1) to access Purchaser's premises to install and connect a Device to the Units and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the "MAX Data"). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator and because the Device is being installed for the sole use and benefit of TK Elevator's personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit 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 Device and/or any software contained or embedded therein or that it utilizes/ utilized in connection with the collection, monitoring and/or analysis of data.

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

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

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

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

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

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

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights

Repair Work Order



and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

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

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

Repair Work Order



Acceptance

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

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

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

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

CITY OF NEVADA
(Purchaser):

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

(Print or Type Name)

Michael Wallace
Branch Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

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



REPAIR DOWN PAYMENT REQUEST
Contract Number: USC025220.NG.1.0

CITY OF NEVADA
1209 6TH ST
NEVADA IA, 50201-1536

Date	Terms	Reference ID	Customer Reference # / PO
October 14, 2024	Immediate	70006	
Total Contract Price:			\$4,518.45
Estimated Tax:		7.0000	\$316.29
Estimated Invoice Amount (Incl. of taxes)			\$4,834.74
Down Payment:		(100%)	\$4,834.74

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at . To make a payment by phone, please call 678-904-1470 with the reference information provided below.

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

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

Please detach the below section and provide along with payment.

Customer Name: CITY OF NEVADA

Location Name:

Customer Number: 8022017

Quote Number: 2024-2-1789144

Reference ID: 70006

Remittance Amount: \$4,834.74

Remit To:

TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks,
please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656