



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: PO and Addendum for TK Elevator

Date: 9/16/22

Statement of Purpose: Visual Arts Center elevator repair

Department Head Signature: _____

Remarks, if any: _____

City Attorney Review and Signature: _____

Date: 9/20/2022

Other Signatures as Requested by the City Attorney: _____

Name/Position

Date: _____

Budget Confirmed: Yes ☒ No ☐ N/A ☐

Certificate of Insurance Attached: Yes ☐ No ☐ N/A ☐

City Council Approval Needed: Yes ☐ No ☒ Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: M. Hawke

Date: 9/20/2022

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____

Date: _____

Date posted on website: _____

**CITY OF NEWPORT**

169 SW Coast Hwy
Newport, OR 97365
OrCPP #KN0010

PURCHASE ORDER

P.O. Date: 07/01/2022
Vendor Name: TK Elevator Corporation
Address: 14626 NE Airport Way
City/State/Zip: Portland, OR 97230
Phone/FAX: 541-606-2861
Contact Name: Matthew Olson
Email: matt.olson@tkelevator.com

PO #: 22-001
Deliver to: City of Newport
Address: 169 SW Coast Hwy
City/State/Zip: Newport, OR 97365
Phone/FAX:
Contact Name: John Johnston
Department: Facilities Maintenance

Description of items/services ordered:

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	1	Visual Arts Center Elevator Repair	7,582.71	7,582.71
				0.00
				0.00
				0.00
TOTAL COST:				7,582.71

THIS PURCHASE ORDER INCORPORATES THE TERMS ON THE REVERSE SIDE AND THE CITY'S REQUEST FOR PROPOSAL AND CONTRACTOR'S RESPONSE THERETO, OR, IN THE ALTERNATIVE, THE CITY'S SOLICITATION DOCUMENT AND CONTRACTORS' BID. BY ITS SIGNATURE HEREUNDER, CONTRACTOR AGREES TO PERFORM THE SERVICES/PROVIDE THE PRODUCTS DESCRIBED IN SUCH DOCUMENTS, FOR THE FEE/AMOUNT SET FORTH THEREIN. THE CONTRACTOR WILL COMPLY FULLY WITH ALL TERMS AND CONDITIONS OF THE DOCUMENTS, THE NEWPORT MUNICIPAL CODE AND STATE AND FEDERAL LAW. IF THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT # _____ OR COOPERATIVE PROCUREMENT ORGANIZATION _____ Member # _____ Agreement # _____. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL TERMS AND CONDITIONS CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY THIS REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS EXPRESS OR IMPLIED.

Account Coding:

Fund	GL Dept	Expense Account	Project Code	Amount
711	7202	61200		7,582.71
			Total	7,582.71

Circle Numbers that apply:

Procurement Method: Solicitation Method: 7 - ITB
1 - Three informal Bids 4 - Emergency 8 - RFQ/RFI /RFP
2 - Three written Bids 5 - Sole Source 9 - Exemption Code:
3 - Formal Bids 6 - Special # **E3**

Notes/Special Instructions:

The PO terms on reverse side, as amended, shall control and prevail to the extent of any inconsistencies or conflicts with attached work order documents."

Authorizations:

[Signature] 07/01/2022
Department Director Date

[Signature] 9-20-22
Finance Director Date

[Signature] 9/20/2022
City Manager Date

DocuSigned by:
Ann Pauly-Anderson 9/16/2022
Contractor's Authorized Signature Date

Ann Pauly-Anderson
Contractor's Printed Name

TK Elevator
Name of Company

SUBMIT THIS FORM FOR SIGNATURE ALONG WITH QUOTATION DOCUMENTATION PRIOR TO PURCHASE OF NON ROUTINE GOODS OR SERVICES COSTING \$5,000 OR MORE.

The attached Amendment
No. 1 is hereby made a part
of this Agreement.

Am 01 19/19/21



**AUTHORIZATION FOR
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Document: PO and Addendum for TK Elevator

Date: 9/16/22

Statement of Purpose: Visual Arts Center elevator repair

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: _____ Date: _____

Other Signatures as Requested by the City Attorney: _____

	Signature					Name/Position
	Date:					
Budget Confirmed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>			
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>			
City Council Approval Needed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>			Date: _____	

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: _____ Date: _____

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

TERMS OF CITY'S PURCHASE ORDER

1. In the course of providing Services under this Purchase Order, Contractor may have contact with the public. Contractor will maintain good relations with the public. The City may treat the failure to maintain good relations with the public as a non-curable breach of this Purchase Order and may disqualify Contractor from future work for the City.
2. Contractor shall be compensated as described in the Purchase Order. Unless otherwise set forth in the Purchase Order, Contractor shall begin Services on the Effective Date and shall complete Services no later than such date set forth in the Purchase Order or as agreed upon in writing by the parties.
3. Contractor certifies that: (a) Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. In the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding. (b) Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265. (c) No employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing. (d) Contractor currently has a City business license or will obtain one prior to delivering Services under this Agreement.
4. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed with good workmanship and in accordance with generally accepted professional practices and standards of the industry in which Contractor operates as well as the requirements of applicable federal, state and local laws. Contractor's work will conform to the requirements of this Purchase Order. Acceptance of Contractor's work by City shall not operate as a waiver or release of this warranty. Contractor is fully liable for the acts and omissions of Contractor and Contractor's subcontractors which cause any damage, injury, death, property damage or loss to any person or property. Contractor will indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, but only to the extent attributable to Contractor's acts or omissions. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
5. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.
6. At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the Agreement pursuant to this Section due to no fault of Contractor, City shall pay Contractor for all approved and undisputed services rendered up to the date of termination. City may modify or terminate this Agreement without cause effective upon delivery of written notice to Contractor, or at such later date as may be established by City.
7. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
8. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, earthquake, fire, flood, epidemic, quarantine restriction, strike, freight embargo, unusually severe weather, provided that the parties so disenabled shall notify the other party in writing of the cause of delay. Each party shall make reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement.
9. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including, but not limited to those in Exhibit A. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
10. Contractor will perform additional work as may be necessary to correct errors in Services performed under this Agreement without undue delay and without additional cost.
11. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon. In any action arising under this Agreement, the prevailing party shall be entitled to such sum as the court may award as reasonable attorney fees and court costs, including any appeal. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, some provisions of which are attached to this Agreement as Exhibit A. All Contractor's work product accomplished under this Agreement, whether in the form of designs, drawings, as-builts, diagrams, specifications, reports, or other writings, shall become the exclusive property of the City. The City is the owner of any copyrights thereto, upon City's final payment to Contractor. This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

EXHIBIT A

ORS 279B.220 Conditions concerning payment, contributions, liens, withholding. The contractor shall: 1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. 2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. 3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. 4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. 5. In addition to the conditions specific in subsection 1-4 above, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. (ORS 279C.505).

ORS 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints. 1. If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing a municipality, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. 2. If the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within thirty days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. 3. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. 4. The payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation. (see ORS 279C.530 for public improvement contracts) 1. The contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. 2. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ORS 279B.020, 279B.235; 279C.520, 279C.540 Condition concerning hours of labor. 1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. 2. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055 (or 279C.100) the employee shall be paid at least time and a half pay: (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (b) For all overtime in excess of ten hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020 (or 279C.540). 3. In the case of public contracts for personal services as described in ORS 279A.055 (or 279C.100), the contract shall contain a provision that the contractor's employees who work under the public contract shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 2 U.S.C. 201 to 209 from receiving overtime. 4. Persons employed under the public contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

ORS 279C.830 Relating to prevailing rate of wage in public works contracts. 1. In the event this contract is a public works contract, the parties shall state in the contract the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that must be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract. When the prevailing rates of wage are available electronically or are accessible on the Internet, the rates may be incorporated into the specifications by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates. 2. Every contract and subcontract shall contain a provision that the workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. 3. Contractor will pay to the Commissioner of the Bureau of Labor and Industries (BOLI) a fee as provided in ORS 279C.825(1). The fee shall be paid to the commissioner under the administrative rule of the commissioner. 4. Every contract for public works, or in connection with a public works contract, shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).



TK Elevator Corporation

City of Newport (SSC222077S3GUY)(ACIA-1ZSAGDK)
PO #: 22-001 Visual Arts Center Elevator Repair

Amendment No.1

This Amendment No.1 shall be made a part of this Purchase Order and the Terms and Conditions referenced therein, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. In no event shall Contractor be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages. Any documents referenced but not furnished hereunder shall not be binding upon Contractor until such time that Contractor is furnished with same and specifically accepts in writing.

TERMS OF CITY'S PURCHASE ORDER

The Terms and Conditions identified herein below shall be modified to the extent hereinafter set forth. All other Terms and Conditions not modified hereby shall remain in full force and effect as originally drafted.

7. Amend so audits shall be approved upon reasonable request in writing, on an occurrence basis, and limited to work performed on a time and materials basis.

10. Schedules and any changes thereto, shall be agreed to in writing by both parties before becoming effective. Contractor shall automatically receive an extension of time commensurate with any delay not solely caused by Contractor.

TK Elevator Corporation

Donna L Sams

Printed Name: Donna L. Sams

Title: Supervisor, Service & Repair Contract Analysts

Date: September 1, 2022

City of Newport

Margaret M Hawker
Printed Name: MARGARET M HAWKER
Title: Acting City Manager
Date: September 20, 2022

**The attached Amendment
No. 1 is hereby made a part
of this Agreement.**

Repair Work Order



NEWPORT VISUAL ARTS

June 21, 2022

Purchaser: City Of Newport
Address: 169 SW Coast Hwy
Newport, OR 97365-3806

Location: NEWPORT VISUAL ARTS
Address: 830 Nw Beach Dr
Newport, OR 97365-3548

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 **Seven Thousand Five Hundred Eighty Two Dollars and Seventy One Cents (\$7,582.71)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
1	Board Only	Operational
1	Door Edge	Safety

For further information, please see a detailed Scope of Work on the pages that follow.
Recommended by Service Technician: James Gallagher

In the event you have any questions regarding the content of this Work Order please contact me at +1 541 6062861.

We appreciate your consideration.

Regards,

Matthew Olson
TK Elevator Corporation
14626 NE Airport Way
Portland OR 97230
matt.olson@tkelevator.com | +1 541 6062861

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

Door Board

TK Elevator will provide and install a new rear door board at the above referenced location to replace the obsolete door board that is currently installed.

Door Edge

TK Elevator will furnish and install new electronic rear door edge on the elevator referenced above. This electronic edge senses the presence of an obstruction in the door opening with a screen of infrared beams. If obstructions are detected in this area, the doors will reopen. This new electronic door edge will reduce the chance of a closing elevator door injuring passengers.

Payment Terms

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

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

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

Work order price:		<u>\$7,582.71</u>
Initial progress payment:	(50%)	<u>\$3,791.36</u>
Total due upon completion:	(50%)	<u>\$3,791.36</u>

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.

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

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

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

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

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

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

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

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

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

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.

(Purchaser): _____ TK Elevator Corporation Management Approval

Please see authorized signatures on the attached PO

By:

(Signature of Authorized Individual)
John Johnston

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)

Robert Johnson-Mitchell
Sales Manager

DocuSigned by:

Ann Pauly-Anderson

Ann Pauly-Anderson

Senior Sales Manager

9/16/2022

(Date of Execution)

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



Attn: John Johnston

Date	Terms	Reference ID	Customer Reference # / PO
June 21, 2022	Immediate	ACIA-1ZSAGDK	
Total Contract Price:			\$7,582.71
Down Payment:			(50%) \$3,791.36

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 541 6062861. To make a payment by phone, please call 404-445-2839 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 Newport
Location Name: NEWPORT VISUAL ARTS
Customer Number: 73863
Quote Number: 2022-2-1316114
Reference ID: ACIA-1ZSAGDK
Remittance Amount: \$3,791.36

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

Peggy Hawker

From: David Allen
Sent: Tuesday, September 20, 2022 4:18 PM
To: Olson, Matthew; Josephine Duncan; Peggy Hawker
Cc: David Powell; Clare Paul; Pauly-Anderson, Ann
Subject: Re: Elevator Repair Purchase Order - City of Newport - Visual Arts Center

Okay, that's fine ... with the understanding that work will not start until the COI is issued to the city with coverage limits acceptable to the city, which would include the city as additional insured. --David

From: Olson, Matthew <matt.olson@tkelevator.com>
Sent: Tuesday, September 20, 2022 3:55 PM
To: David Allen; Josephine Duncan; Peggy Hawker
Cc: David Powell; Clare Paul; Pauly-Anderson, Ann
Subject: RE: Elevator Repair Purchase Order - City of Newport - Visual Arts Center

[WARNING] This message comes from an external organization. Be careful of embedded links.

David,

Our system does not see this as a project until its is booked. COI's are issued by my legal team and they only issued them once they are able to see the project as booked. All of my city, county and state customers have had no issue to this.

If you'd like, I can add this request to the amendment and I resubmit it though my contracts team again. Again it will be a 2-3 week turn around. This unit has been down since 6/22/22, almost three months. I would like to get past this since we are already at the finish line. The PO states:

~~5. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.~~

We have not started the term of the repair work order yet. We will not start work, till we issue the City of Newport a COI.

Best Regards,

Matt Olson
Account Manager, Eugene

M: +1 541 606 2861, F: +1 866 441 4513

TO SUBMIT A SERVICE REQUEST ONLINE PLEASE USE THIS LINK: <https://www.tkelevator.com/us-en/contact/online-service-request.html>

-----Original Message-----

From: David Allen <D.Allen@NewportOregon.gov>
Sent: Tuesday, September 20, 2022 3:42 PM
To: Josephine Duncan <J.Duncan@NewportOregon.gov>; Peggy Hawker <P.Hawker@NewportOregon.gov>
Cc: Olson, Matthew <matt.olson@tkelevator.com>; David Powell <D.Powell@NewportOregon.gov>; Clare Paul <C.Paul@NewportOregon.gov>
Subject: Re: Elevator Repair Purchase Order - City of Newport - Visual Arts Center

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Obtaining/confirming the COI prior to signing an agreement is standard practice for the city and has not been an issue with contractors in the past. --David

From: Josephine Duncan
Sent: Tuesday, September 20, 2022 3:22 PM
To: Peggy Hawker; David Allen
Cc: Olson, Matthew
Subject: FW: Elevator Repair Purchase Order - City of Newport - Visual Arts Center

Hello Peggy and David,

I am ccing' Matt Olson as well on this email from TK Elevator Corporation. They are able to release the COI once the work order is booked (signatures completed). Please see the email below.....

Please advise - thank you!

Josephine

-----Original Message-----

From: Olson, Matthew [matt.olson@tkelevator.com]
Sent: Tuesday, September 20, 2022 2:47 PM
To: Josephine Duncan <J.Duncan@NewportOregon.gov>
Subject: RE: Elevator Repair Purchase Order - City of Newport - Visual Arts Center

Josephine,

We release the COI once the work order is booked. To book the repair we need to have the signatures.

Best Regards,

Matt Olson
Account Manager, Eugene

M: +1 541 606 2861, F: +1 866 441 4513

TO SUBMIT A SERVICE REQUEST ONLINE PLEASE USE THIS LINK: <https://www.tkelevator.com/us-en/contact/online-service-request.html>