

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO.
P487014

DATE 07/31/25	DEPARTMENT 061122	VENDOR PHONE # (770) 916-0555	REQUISITION/QUOTE NO. R408181
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VENDOR # 25975	E-VERIFY # 198314	EMAIL HUGH.HORNSBY@TKELEVATOR.COM	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
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VENDOR TK ELEVATOR 3005 CHASTAIN MEADOWS PKWY MARIETTA, GA 30066	ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER:
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SHIP TO: MAINTENANCE SHOP BUILDING 2027 LUMPKIN ROAD AUGUSTA, GA 30906	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
AUGUSTA AQUATICS & DIAMOND LAKES SCORING TOWERS						
0001	3			AUGUSTA AQUATICS ELEVATOR 1 ITEM: DOOR LOCK MONITORING CODE REQUIREMENT HENRY BRIGHAM SWIM ELVATOR: US468689 US468724 101-06-1122/52-23111	14,800.00	44,400.00

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary
9. Payment Net 30 or according to contract.

NET TOTAL..... 44,400.00

APPROVED FOR ISSUE



INTERIM PROCUREMENT DIRECTOR

REQUISITIONER

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Department
FROM: Tameka Williams, Director, Recreation and Parks Department
DATE: July 30, 2025
SUBJECT: Emergency – Elevator Repair – Augusta Aquatics Center and Diamond Lakes Towers

D White
7/31/25

In accordance with 1-10-57 Emergency Procurements, please accept this communication as notification of an emergency repair at the Augusta Aquatics Center and Diamond Lakes Towers. TK Elevator Company was selected as the vendor to perform the necessary repairs. It is critical that a door locking monitoring system be installed on the elevators to ensure passenger safety. This system ensures that the elevators will not operate if the hoist way door interlock or car door gate switch circuitry is bypassed or fails. Installation is required to maintain state code compliance for all buildings with elevators.

Please process a purchase order for TK Elevator, in the amount of \$44,400.00 for emergency repairs. If you have any questions or need further information, please contact the Recreation and Parks Department.

101-06-1122-5223111

R408181



Repair Work Order

Diamond Lake Scoring Towers

July 29, 2025

Purchaser: City of Augusta

Location: Diamond Lake Scoring
Towers

Address: 535 Telfair Street
Augusta, GA 30901

Address: 4335 Windsor Spring Rd
Augusta, GA 30815

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 **Twenty Nine Thousand Six Hundred Dollars (\$29,600.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

Summary:

Elevator	TKE ID	Description	Repair category
US468689	US468689	Door Lock Monitoring	Code Requirement
US468724	US468724	Door Lock Monitoring	Code Requirement

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

In the event you have any questions regarding the content of this Work Order please contact me at +1 813 2600820.

We appreciate your consideration.

Regards,

Samuel Longanecker
TK Elevator Corporation
3005 Chastain Meadows Pkwy Ste 100
Marietta GA 30066
samuel.longanecker@tkelevator.com | +1 813 2600820

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 Lock Monitoring

TK Elevator will furnish and install a door lock monitoring system. ASME A17.3-2015 Section 3.10 Operating Devices and Control Equipment requires the installation of Door Lock Monitoring system to monitor the location of doors to ensure passenger safety. This requirement ensures that an elevator will not operate if the hoistway door interlock or car door gate switch circuitry was either bypassed or failed in a way that renders the circuitry bypassed. All buildings must be code compliant by 1/1/2025. In order to accommodate the new code, we propose to furnish the necessary labor and materials to install door lock monitoring. Upon completion of the installation, TKE will conduct a pretest.

*Permit fees and testing are included in this price.

Proposal is based on installation of door lock monitoring kit only. This kit requires the use of wires within your traveling cable. If additional traveling cable is needed, additional proposal to follow. Proposal includes updating existing wiring diagrams for door lock monitoring. Proposal is based on building having current possession of wiring diagrams. If new diagrams are necessary, additional proposal will be provided.

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.

All value added taxes, tariffs, duties, and similar charges imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts set forth in (1), (2) and/or (3). In addition to the Agreement price, when the materials and/or components called for in this Proposal are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or similar charges imposed upon TK Elevator and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to delivery of the material to the jobsite or providing labor on the project.

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.

Repair Work Order



Work order price:		\$29,600.00
Initial progress payment:	(50%)	\$14,800.00
Total due upon completion:	(50%)	\$14,800.00



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

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 Augusta (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual) Maria Rivera Rivera	(Signature of Branch Representative) Will Brackett Sr. Sales Manager
(Print or Type Name)	
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

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



REPAIR DOWN PAYMENT REQUEST

Attn: Maria Rivera Rivera
City of Augusta
535 Telfair Street
Augusta GA, 30901

Date	Terms	Reference ID	Customer Reference # / PO
July 29, 2025	Immediate	ACIA-2AH5GZX	
Total Contract Price:			\$29,600.00
Down Payment:			(50%) \$14,800.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 813 2600820. To make a payment by phone, please call 678-904-3006 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 Augusta
Location Name: Diamond Lake Scoring Towers
Customer Number: 2802670
Quote Number: 2025-2-1839186
Reference ID: ACIA-2AH5GZX
Remittance Amount: \$14,800.00

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



Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: Diamond Lake Scoring Towers
Street Address: 4335 Windsor Spring Rd
City State, Zip: Augusta, GA 30815

Dear Maria Rivera Rivera,

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

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

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

Customer Representative

Customer Name: Maria Rivera Rivera

Print or Type Name

Customer
Signature:

Signature of Authorized Individual

Title:

Print or Type Title

Date:

Date of acceptance

Customer Email: mrivera-rivera@augustaga.gov

Customer Email

TK Elevator Representative

Name: Samuel Longanecker

Print or Type Name

Signature:

Signature of Authorized Individual

Title: Account Manager

Print or Type Title

Date:

Follow Up Request

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

☐ Sales Department

☐ Service Department

☐ Branch Manager

☐ Repair Department

Phone Number

Comments:

101-06-1122-522311

Repair Work Order

R408181



AQUATIC CENTER

July 29, 2025

Purchaser: City of Augusta
Address: 535 Telfair Street
Augusta, GA 30901

Location: AQUATIC CENTER
Address: 5157 Damascus Rd
Augusta, GA 30901

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 **Fourteen Thousand Eight Hundred Dollars (\$14,800.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

Summary:

Elevator	TKE ID	Description	Repair category
1	US574587	Door Lock Monitoring	Code Requirement

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

In the event you have any questions regarding the content of this Work Order please contact me at +1 813 2600820.

We appreciate your consideration.

Regards,

Samuel Longanecker
TK Elevator Corporation
3005 Chastain Meadows Pkwy Ste 100
Marietta GA 30066
samuel.longanecker@tkelevator.com | +1 813 2600820

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 Lock Monitoring

TK Elevator will furnish and install a door lock monitoring system. ASME A17.3-2015 Section 3.10 Operating Devices and Control Equipment requires the installation of Door Lock Monitoring system to monitor the location of doors to ensure passenger safety. This requirement ensures that an elevator will not operate if the hoistway door interlock or car door gate switch circuitry was either bypassed or failed in a way that renders the circuitry bypassed. All buildings must be code compliant by 1/1/2025. In order to accommodate the new code, we propose to furnish the necessary labor and materials to install door lock monitoring. Upon completion of the installation, TKE will conduct a pretest.

*Permit fees and testing are included in this price.

Proposal is based on installation of door lock monitoring kit only. This kit requires the use of wires within your traveling cable. If additional traveling cable is needed, additional proposal to follow. Proposal includes updating existing wiring diagrams for door lock monitoring. Proposal is based on building having current possession of wiring diagrams. If new diagrams are necessary, additional proposal will be provided.

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.

All value added taxes, tariffs, duties, and similar charges imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts set forth in (1), (2) and/or (3). In addition to the Agreement price, when the materials and/or components called for in this Proposal are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or similar charges imposed upon TK Elevator and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to delivery of the material to the jobsite or providing labor on the project.

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.

Repair Work Order



Work order price:		\$14,800.00
Initial progress payment:	(50%)	\$7,400.00
Total due upon completion:	(50%)	\$7,400.00

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

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 Augusta (Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
Maria Rivera Rivera		Will Brackett	
(Print or Type Name)		Sr. Sales 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

Attn: Maria Rivera Rivera
City of Augusta
535 Telfair Street
Augusta GA, 30901

Date	Terms	Reference ID	Customer Reference # / PO
July 29, 2025	Immediate	ACIA-2AH5GXJ	
Total Contract Price:			\$14,800.00
Down Payment:			(50%) \$7,400.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 813 2600820. To make a payment by phone, please call 678-904-3006 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 Augusta
Location Name: AQUATIC CENTER
Customer Number: 2802670
Quote Number: 2025-2-1839181

Reference ID: ACIA-2AH5GXJ

Remittance Amount: \$7,400.00

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