# Time and Material Work Order

## NORTHWOODS CROSSING DEER PATH

October 13, 2026

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|---|---|---|---|
| Purchaser: | SUSQUEHANNA TOWNSHIP SCHOOL DISTRICT | Location: | NORTHWOODS CROSSING DEER PATH |
| Address: | 2579 INTERSTATE DR HARRISBURG, PA 17110-9602 | Address: | 4401 DEER PATH ROAD HARRISBURG, PA 17110-3907 |

**Standby Labor and Access**

In exchange for TK Elevator's agreement to perform the work described in this Work Order (the "Work Order"), Purchaser agrees to pay TK Elevator for that work and all travel time at the hourly rate described below, reimburse TK Elevator any additional applicable sums that TK Elevator is obligated to pay its technicians in accordance with the collective bargaining agreement, reimburse TK Elevator all parking and toll charges it incurs in connection with that work and travel, and pay TK Elevator's charge for the materials it uses to complete that work.

# Summary:

| Elevator | TKE ID | Description | Repair category |
|---|---|---|---|
| ELEVATOR | US247271 | Time and Material | Proactive |
| 1 | US247272 | Time and Material | Proactive |
| 3 | US247273 | Time and Material | Proactive |

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

Mechanic Rate: Four Hundred and 0/100 Dollars $400.00 per hour

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

We appreciate your consideration.

Regards,

Blake Cahill
TK Elevator Corporation
56 Grumbacher Rd Ste B
York PA 17402
blake.cahill@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.

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**Scope of Work**

The purpose of this proposal is for TK Elevator to provide hoistway access and standby labor to Lobar, or another designated contractor in order for them to test the smoke alarms located in the elevator hoistways.

This hoistway access and standby labor will be performed during regular working hours, on the above referenced units.

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## Terms and Conditions

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

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

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

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

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

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or 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 or province (as applicable) where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, whether state, provincal or Federal as applicable, located there as well that to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

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

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

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

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## Acceptance

This proposal, together with the terms and conditions which are expressly made a part of this proposal and agreed to, when signed and accepted by the Purchaser and approved by an officer or an authorized representative of TK Elevator shall constitute exclusively and entirely the contract between the parties and all prior representation or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or addition to this agreement will be recognized unless made in writing and properly executed by both parties.

| SUSQUEHANNA TOWNSHIP SCHOOL DISTRICT (Purchaser): | TK Elevator Corporation Management Approval |
|---|---|
| By: Kathy Ciaciulli | By: |
| (Signature of Authorized Individual)<br>KATHY CIACIULLI | (Signature of Branch Representative) |
| Kathy Ciaciulli<br>(Print or Type Name) | Steve Rigatuso<br>Branch Manager |
| Chief Finance and Operations officer<br>(Print or Type Title) | |
| 10/15/2026<br>(Date of Acceptance) | (Date of Execution) |

Work Order # / PO: _____

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