



CLARK COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

*Civil Division*

**STEVEN B. WOLFSON**

District Attorney

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500 S. Grand Central Pkwy, Suite 5075 • Las Vegas, NV 89155 • 702-455-4761 • Fax: 702-382-5178 • TTY and/or other relay services: 711

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MARY-ANNE MILLER  
*County Counsel*

CHRISTOPHER LALLI  
*Assistant District Attorney*

ROBERT DASKAS  
*Assistant District Attorney*

BRIGID J. DUFFY  
*Director DA Juvenile*

KAREN S. CLIFFE  
*Director DA Family Support*

October 7, 2021

**Via E-Mail and US Mail**

Mark A. Hawkins, Esq.  
Fennemore Craig, P.C.  
300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101

Tropicana Las Vegas  
Attention: Legal Department  
3801 Las Vegas Blvd.  
Las Vegas, Nevada 89109

Re: Water Damage to County Escalator Components

Dear Counsel:

On or about June 6, 2021, the Clark County Department of Public Works discovered that one of the escalator mechanical pits on the North Bridge that crosses Tropicana in front of your property was flooded as identified in Exhibit "A". Investigation revealed that there was a broken irrigation line owned by the Tropicana immediately adjacent to the North of the flooded mechanical pit. Observations also revealed a drainage and sediment flow from the irrigation line, across the curb siding of the escalator pad, along the concrete side of escalator and directly to the mechanical pit. Water filled and overflowed the mechanical pit. Photos depicting the trajectory of the water leak and associated damage are attached hereto as Exhibit "B".

Public Works brought this matter to the attention of the Tropicana and met with Tropicana representative David Covert. Mr. Covert stated that the Tropicana's irrigation system is controlled by a watering time clock which waters twice daily at ten minutes at a time. He also represented that with the irrigation system operating at 60 psi and a one-half inch broken line, the gallons per minute equal 25 to 30, which is 500 to 600 gallons per day. It is the belief of Public Works that the source of the leak was actually a one-inch PVC pipe which would result in approximately twice the amount of flow represented by Mr. Covert.

Clark County has incurred costs in removing the water from the pit sump and surveying the damage. Additionally, the County will incur labor and material costs to replace damaged escalator components. The cost of this work totals \$44,534.54. The work order is attached hereto as Exhibit "C".

Accordingly, the County demands that Tropicana pay the County \$44,534.54 for the cost of the work within thirty (30) days of receipt of this letter. Additionally, the County requests the name and contact information of Tropicana's commercial general liability insurer.

Sincerely,

STEVEN B. WOLFSON  
DISTRICT ATTORNEY

BY: /s/ Laura Rehfeldt  
LAURA C. REHFELDT  
Deputy District Attorney  
[Laura.Rehfeldt@ClarkCountyda.com](mailto:Laura.Rehfeldt@ClarkCountyda.com)

LCR:tt

Enclosures

cc: Jimmy Floyd, Manager, Public Works Construction Division (email)

# **EXHIBIT A**



North  
Pedestrian  
Bridge

Broken  
Irrigation  
Line

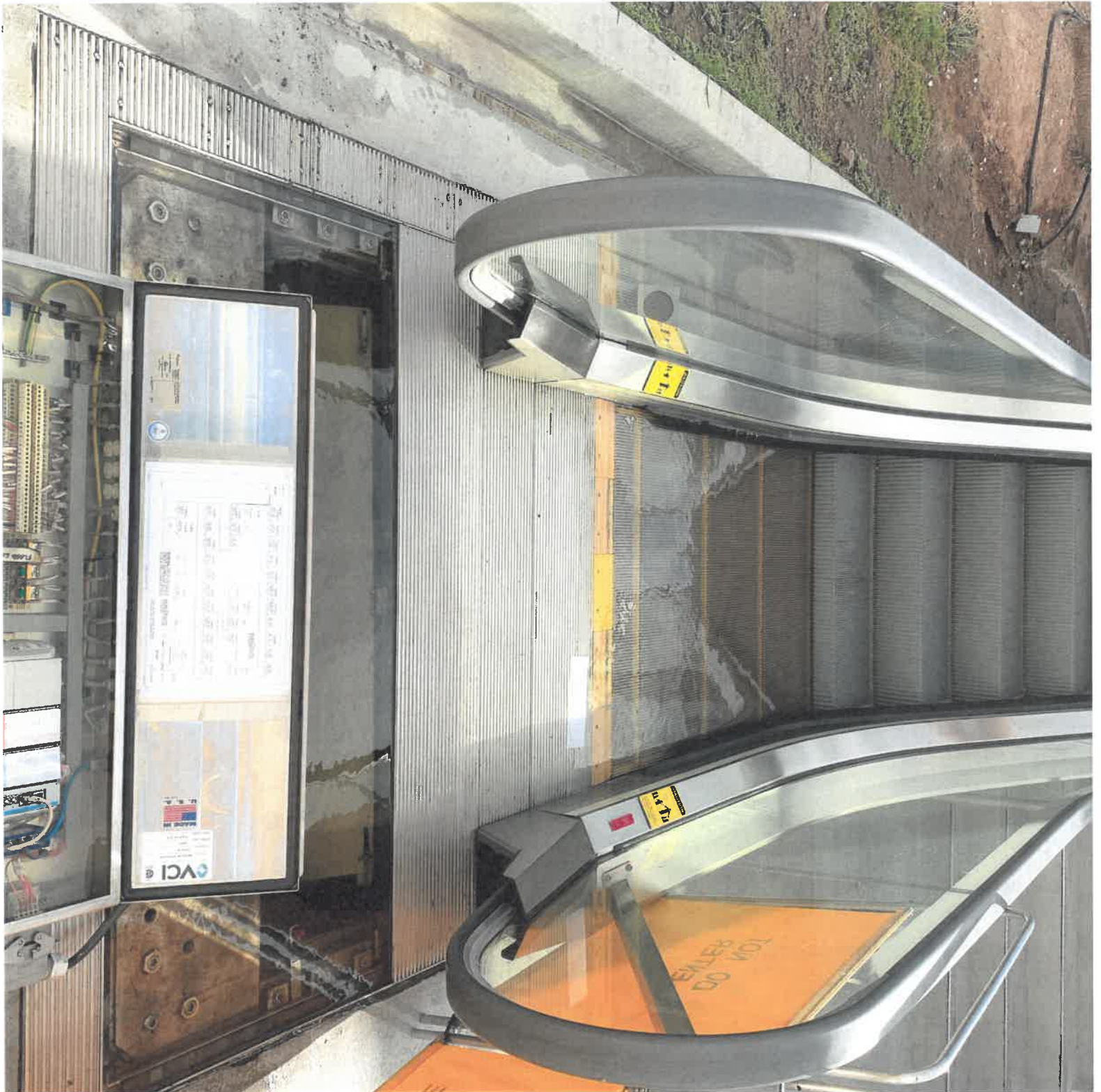
16226112001

Flooded Escalator  
Mechanical Pit

## **EXHIBIT B**









# **EXHIBIT A**

# Repair Work Order



## BRIDGES AT TROPICANA 3

July 12, 2021

Purchaser: Clark County Purchasing  
Address: 500 S Grand Central Pkwy  
  
Las Vegas, NV 89155-4502

Location: BRIDGES AT TROPICANA 3  
Address: Tropicana And Las Vegas  
Blvd Tower 3  
Las Vegas, NV 89109

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 **Forty Four Thousand Five Hundred Thirty Four Dollars and Fifty Four Cents (\$44,534.54)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

## Summary:

TE5	Escalator Step Chain Device	Safety
TE5	Escalator Stop Switch	Safety
TE5	Parts Only	Operational
TE5	Switch	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 +1 480 4168520.

We appreciate your consideration.

Regards,

Kristopher Kose  
TK Elevator Corporation  
5440 W Procyon St Ste B  
Las Vegas NV 89118  
kris.kose@tkelevator.com | +1 480 4168520

### 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

### Clark County – TE5 Water Damage

**TK Elevator will provide the labor and material to complete the following repair on the escalator mentioned above:**

- Labor spent to pump the water out of the pit and survey parts that were damaged from the water.
- Labor and material to replace the following components:
  - 2 sections of step chain
  - 20 Male and Female plug adaptors
  - 24 Rollers
  - 4 sensors
  - 12 lower end safety switches
  - Lower end controller components including: Programmable automation hardware, harting connector hardware. Emergency stop switch hardware, relays and terminals.

### **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:		\$44,534.54
Initial progress payment:	(50%)	\$22,267.27
Total due upon completion:	(50%)	<u>\$22,267.27</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.

Clark County Purchasing  
(Purchaser):

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

(Print or Type Name)

Ryan Glenn  
Sales Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_



Clark County Purchasing  
500 S Grand Central Pkwy  
Las Vegas NV, 89155-4502

Date	Terms	Reference ID	Customer Reference # / PO
July 12, 2021	Immediate	ACIA-1VHVRWZ	
	Total Contract Price:		\$44,534.54
	Down Payment:	(50%)	\$22,267.27

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 480 4168520. To make a payment by phone, please call 770-261-0032 with the reference information provided below.

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

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

**Please detach the below section and provide along with payment.**

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Customer Name:	Clark County Purchasing	Remit To:	TK Elevator
Location Name:	BRIDGES AT TROPICANA 3		PO Box 3796
Customer Number:	93845		Carol Stream, IL
Quote Number:	2021-2-1118570		60132-3796
Reference ID:	ACIA-1VHVRWZ		
Remittance Amount:	\$22,267.27		



# Repair Completion Notice to be signed at job completion

Date: \_\_\_\_\_  
 Repair Job #: \_\_\_\_\_

Building Name: BRIDGES AT TROPICANA 3  
 Street Address: Tropicana And Las Vegas Blvd Tower 3  
 City State, Zip: Las Vegas, NV 89109

Dear ,

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: \_\_\_\_\_  
 Print or Type Name

Customer Signature: \_\_\_\_\_  
 Signature of Authorized Individual

Title: \_\_\_\_\_  
 Print or Type Title

Date: \_\_\_\_\_  
 Date of acceptance

Customer Email: \_\_\_\_\_  
 Customer Email

### TK Elevator Representative

Name: Kristopher Kose  
 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  
 Branch Manager  
 Phone Number

Service Department  
 Repair Department

Comments: \_\_\_\_\_