

KONE Inc. (hereinafter called the Contractor) shall furnish services to Jackson County (hereinafter called the Purchaser) on the vertical transportation systems and related equipment listed in the attached Contractor's Schedule of Unit Prices, located per Exhibit B.

## PART 1 - GENERAL CONDITIONS

### 1.1 CONTRACT INTENT

- A. The purpose of this agreement is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for vertical transportation systems identified, and the terms and conditions under which the Purchaser shall compensate the Contractor for such services rendered.
- B. Jackson County, Missouri is seeking proposals from qualified Respondents for a Thirty-six (36) Month Term and Supply Contract with Two (2) Twelve (12) Month Option to Extend for the furnishing of Elevator Maintenance and Repairs for use by the Facilities Management Division of Public Works.
- C. Jackson County, Missouri Request for Proposal No. 23-055 has a question response deadline of **5:00 p.m. CST, November 14, 2023**. All questions regarding this Request for Proposal shall be communicated electronically through the Jackson County Bonfire Portal via the Opportunity Q&A on the Invitation to Bid. Answers to questions will be published via Addenda/Amendment to the Request for Proposal on the Jackson County Bonfire Portal.
- D. Jackson County, Missouri Request for Proposal No. 23-055 has a proposal response deadline of **2:00 p.m., CST, November 21, 2023**.
- E. Bids must be submitted electronically through the Jackson County Bonfire Portal at <https://jacksongov.bonfirehub.com>. Bids submitted by any other method will not be accepted.
- F. Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Bidders or their agents may not contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Respondent's submission.
- G. It is the intent of this Contract to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee the Purchaser the absence of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the agreement and practical requirements unless same is specifically excluded, prorated or deleted herein.
- H. Minimum standards and requirements for services to be rendered shall be performed in accordance with the specifications and relative time periods. Where there is no specific requirement for a preventive

**FILED**

APR 26 2024

MARY JO SPINO  
COUNTY CLERK

maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the contractor to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to this agreement with the Professionals' Seal and Stamp.

## 1.2 AWARD REQUIREMENTS

- A. Certificate of Insurance: The Successful Contractor will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the positions of Item 15 "General Conditions" and Exhibit A included herein within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this contract.
- B. Other Licenses: The Successful Contractor must provide, upon written request, evidence of current required Federal, State, and Local Occupational Licenses.
- C. W-9 Form: The Successful Contractor must provide a complete IRS W-9 Form for this Contract.

## 1.3 CONTRACT NEGOTIATIONS

- A. Upon the selection of the Successful Respondent, a Contract/Agreement incorporating the General Conditions, Scope of Services, and any other provisions of this Request for Proposal and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri fail to develop and execute a mutually agreeable Contract/Agreement, and upon a three (3) business day notification to the selected Respondent, the County may reject the proposal and proceed to award the Contract/Agreement to the next "best" respondent.
- B. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a Contract/Agreement has been awarded or all proposals are rejected.
- C. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - Respondent's entire proposal
  - Respondent's pricing
  - Respondent's experience information including customer lists or references
  - Respondent's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest.
- D. Jackson County generally does not use standard contract forms which may be provided by the Respondent. The Contract/Agreement used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's Proposal, the provisions of the Request for Proposal shall govern. The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Four of this Request for

Proposal. Please note that the Respondent's proposal is subject to Rejections if Exceptions to the County's General Conditions, Scope of Services and/or forms are requested.

#### 1.4 EVALUATION CRITERIA AND PROCESS

- A. All proposals that are responsive to the General Conditions, Scope of Services, and other provisions on this Request for Proposal will be evaluated.
- B. An Evaluation Committee made up of Jackson County, Missouri Personnel will evaluate proposals and make recommendations.
- C. Jackson County, Missouri shall be the sole judge of the bids submitted and its decisions shall be final.
- D. The County's Evaluation Committee will consider various factors when evaluating the submitted proposals:

Responsiveness to Request for Proposal	5 Points
References	10 Points
Experience and Qualifications	25 Points
Proposed Pricing	60 Points

#### 1.5 ATTACHMENTS

- A. To facilitate the evaluation process, proposals shall include the following:

A.1 – Cover Letter should include the following:

- Respondents Name
- Respondents Address
- Respondents Contact Number
- Respondents Email Address

A.2 – All Forms in this Request for Proposal, filled out, signed, and notarized where necessary (ATTACHMENT A):

- Acknowledgement of Addenda
- Affidavit
- Certificate of Compliance
- Exhibit F – Respondent's Exceptions
- Scope of Services

A.3 – Description of Respondent's General Background to include the following information:

- Year of inception and history
- Ability to provide services required

A.4 – Experience, Qualifications and Pricing

- Respondent shall detail their experience and qualifications
- Respondent shall detail their pricing for the requested services

- B. A.5 – References: The Respondent must include a minimum of three (3) professional references (not those from Jackson County, Missouri) that outline services similar in scope to the County's requirements. The references shall include the following information:

- Contact Name, Phone Number and Email address
- Description of Services provided
- Length of time Services provided.

1.6 DEFINITIONS OF TERMS

- A. The term "Purchaser" or "Owner," refers to Jackson County, refers to the person, organization, corporation, or other entity representing building ownership and the relative responsibilities under this contract.
- B. The term Purchaser's or Owner's "Agent," "Designee," "Representative" or references of similar import, as used herein, refers to Jackson County, Jackson County, MO or any outside agent hired or retained by the Owner(s) for the purpose of providing management services that has been deemed a legal representative of the Owner(s) or any person designated by the Owner(s) as the legal representative of the Owner(s) for the purpose of coordinating and purchasing this contract.
- C. The term "Authority," "Governing Authority (GA)", "Authority Having Jurisdiction (AHJ)," or references of similar import, as used herein, shall mean the local government agency responsible for enforcement of vertical transportation safety codes and local laws or their designated representative, private inspection agency, consultant, or other licensed designee.
- D. The term "Contractor," "Elevator Contractor" or "Vendor" as used herein, refers to any persons, partners, firm, corporation, or officer(s) of such companies having an agreement with the "Purchaser / Owner" to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- E. The term "Subcontractor," as used herein, refers to any persons, partners, firm, or corporation having materials and/or labor for the execution of the work herein described.
- F. The term "Consultant," as used herein, refers to VDA® (Van Deusen & Associates, Inc.).
- G. The term "Agreement", "Contract" or "Contract Documents", as used herein, consists of this specific document, pages 1 to 31; and any alternates, addenda, or substitutions as may be referenced under Exhibits or Riders approved by the parties for the final execution of the Agreement.

## 1.7 ABBREVIATIONS AND SYMBOLS

- A. Abbreviations for associations, institutions, societies, reference documents and/or governing agencies, which may appear in the Contract Document, shall mean the following:

AIA	American Institute of Architects
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
BOCA	Building Officials and Code Administrators International, Inc. (Basic National Building Code)
A.H.J.	Authority Having Jurisdiction
G.A.	Governing Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

## 1.8 AGREEMENT COVERAGE

- A. The entire vertical transportation systems shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances and regulations. The requirements are specified in the singular with the understanding that all provisions shall be applicable to all units indicated unless otherwise specified.
- B. The specifications are written in the singular with the understanding identical work, materials and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- C. With the exception of only those items specifically identified as being performed by others, the contract specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the contract. In as much as it is understood that any incidental work necessary to execute the agreement is also covered by the contract specifications, the contractor is cautioned to familiarize himself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Agreement for work, services or procedures covered herein.
- D. Maintenance coverage shall include, but is not limited to, preventive services, emergency call-back services, inspection and testing services, repair and/or direct replacement component renewal procedures.

## 1.9 HOURS OF WORK

- A. All scheduled work shall be performed during Regular Working Hours of the Regular Working Days of the elevator trade, 8:00 a.m. to 4:30 p.m., Monday through Friday, except union designated holidays, unless otherwise specified in this Agreement. No overtime charges will be allowed for work during these hours.

- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator or escalator for an extended period of time (greater than four [4] hours) must be scheduled a minimum of five (5) days in advance with the Owner's Agent. The Owner's Agent retains the right to have such work completed during overtime hours with the understanding the Contractor shall pay for the regular labor portion and the Owner's Agent's extraordinary obligation is the premium labor portion only.
- C. Emergency callback services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.
- D. Premium labor hours, as specified herein, shall be included in the monthly lump sum maintenance price for performance of scheduled services as follows:
  - 1. All safety testing shall be performed outside of normal building work hours as specified under Section 2.6.
  - 2. Normal building working hours are defined as 6:00 a.m. to 6:00 pm, Monday through Friday, excluding industry recognized holidays.

#### 1.10 SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by Qualified Technicians and Mechanics directly employed and supervised by the Contractor, who are experienced and skilled in maintaining vertical transportation units similar to those to be maintained under this Contract and shall not be assigned or transferred to any agent or subcontractor without the express consent of the Owner's Designee or Purchaser.
- B. It is mutually agreed that the Contractor shall not be under any obligation hereunder to make any repairs or replacements except those incidental to the normal operation of the machinery, and that the Contractor is not required under this Contract to make repairs or replacements necessitated by reason of malicious damage, fire, including non-elevator component electrical fire, which are the result of causes beyond Contractor's control. All repairs or replacements, if necessitated by this Paragraph, will be performed at a mutually agreed "price quoted" basis or on an hourly rate basis (using the hourly rates specified in "Exhibit B1" and adjusted on an annual basis in accordance with terms specified herein), as determined and authorized by Purchaser's/Owner's Representative.
  - 1. It is mutually agreed that the Contractor shall make any and all repairs or replacements damaged by Contractor's improper repair, negligent or willful acts or omissions at its sole cost and expense.

#### 1.11 COMPENSATION

- A. Payment for services rendered shall be made on a monthly basis, within thirty (30) days of receipt of a properly executed invoice. In addition, Purchaser/Owner shall pay any tax imposed upon the Contractor by existing or future law, as due in conjunction with the services rendered or purchase of materials used to provide the services.
- B. Payment for Emergency Callback services shall be:

If overtime services are requested, Owner shall pay for the bonus (overtime) portion of such hours applicable only. Base labor hours (including base travel hours) shall be included in the monthly fee with extra charges limited to the premium labor portion of work approved by the Purchaser's/Owner's Representative.

1. Billable callback services shall be invoiced separately as the work is performed.

#### 1.12 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADINGS

- A. Full comprehensive service and repair coverage shall be included under the terms of this agreement when equipment and/or component systems represented herein are modified or upgraded.
- B. Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading agreement with or without this Contractor's permission or direct authorization and involvement before the work is performed.
- C. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability, or the Contractor's inability to maintain these systems in accordance with the contract specifications shall be fully covered under this agreement regardless of application, method, or cost assignment for the life of the contract.
- D. Modernized or otherwise upgraded systems and parts thereof shall automatically be included under the terms of this full comprehensive agreement whether such components are specifically identified or not without extra cost to the Owner.
- E. Contractor Maintenance and Diagnostic Aids
  1. The Contractor may utilize Maintenance and Diagnostic Aids provided the equipment does not interfere with the safety and operation of the maintained equipment. Maintenance and Diagnostic Aids that require permanent or semi-permanent installation must comply with all applicable code requirements. All required permit fees shall be paid by the Contractor. The Contractor assumes all liability related to any equipment installed under this Section including patent and software copyright infringement liabilities. The Contractor may remove equipment utilized or installed under this Section at any time, subject to the requirements of the Contract and must verify the integrity of the original design and operation when the equipment is removed.
  2. Any counters, meters, tools, remote monitoring devices, communication devices, resident software, or other service equipment (Contractor Peripherals) which Contractor may use or install to deliver service under this Contract remain the property of Contractor and is solely for the use of Contractor employees. Contractor Peripherals are not considered part of the elevator. If this Contract or subsequent maintenance service is terminated for any reason, Contractor will be given access to the Building to remove the Contractors Peripherals at its expense. Equipment and/or software required to comply with the original equipment installation specification, regardless if that equipment was installed as part of the new installation contract or not, will not be allowed to be removed and Contractor is not afforded the contractual protection provided for such equipment in this Section of the Contract.

3. Nothing in this agreement will limit Contractor's obligation to furnish Client with onboard diagnostics at the termination of this agreement as specified in the original installation contract.

1.13 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

- A. The Contractor shall comply with all written recommendations of the governing authority or independent inspectors, consultants and insurance carriers employed by the Owner. However, Contractor is not required under this Contract to install new attachments or parts other and different from those now constituting the equipment, as recommended, or directed by insurance companies, Government Authorities, or otherwise.

1.14 RECORD KEEPING (MAINTENANCE CONTROL PROGRAM)

- A. A complete permanent record of inspections, maintenance, lubrication, and call-back service shall be kept in the machine room or other designated location at the site of work. These records are to be available to Owner's Designee at all times. The records shall indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc., and these records will be property of the Owner. Record keeping requirements shall include Contractor assigned maintenance personnel and scheduled preventive maintenance procedures, inspections, tests and third party assisted examinations.

1.15 RECORD DRAWINGS

- A. Contractor shall provide and maintain two (2) complete sets of updated electrical wiring diagrams and control schematic drawings on file with the building and they are to become the property of the Owner for each group and/or individual system.

1.16 REPORTS BY CONTRACTOR

- A. The Contractor shall annually (within thirty [30] days after the anniversary date or at any time during the term of this Contract, upon written request of the Purchaser's/Owner's Representative (within thirty [30] days of the request), render a report of maintenance inspections, callbacks, repairs or replacements made by the Contractor at the Building herein, itemized as to parts installed or services performed and supply samples of lubricants, compounds, or other materials employed if requested.
  1. Quarterly (or as requested) reporting requirements shall include a quarterly summary of maintenance hours, callbacks, repairs, and equipment outages detailed by unit ID, with a breakdown indicating the number of hours assigned for preventive maintenance, regular time callbacks, overtime callbacks and repairs. Backup documentation for the individual categories will be provided as requested by the Owner.
  2. Quarterly (or as requested) reporting requirements shall include a list of completed versus scheduled preventive maintenance procedures and planned repairs for the just completed quarter and a twelve (12) week projected schedule for preventive maintenance procedures and planned repairs.



- B. A Contractor's proprietary system that fulfills the requirements in Record Keeping and Paragraph A above will be accepted provided quarterly and annual summary reports (or at any time during the term of this Contract, upon written request of the Purchaser's/Owner's Representative) of the required data are provided.

#### 1.17 PRICE ADJUSTMENT

- A. Labor Contracts and Overtime:
1. It is further understood and agreed that the Contractor shall furnish to the Purchaser's/Owner's Representative in duplicate, a copy of his current labor contract and any subsequent labor contracts effective during the term of this Contract pertaining to his elevator maintenance personnel, and the Contractor further agrees to furnish any additional information concerning overtime charges to the Purchaser's/Owner's Representative at any time upon request.
- B. The Contractor shall be entitled to a review of his labor and material costs for the purpose of adjusting the monthly fee thirty (30) days prior to the annual renewal date of this Contract each year.
- C. Upon submission of proof, satisfactory to the Purchaser's/Owner's Representative, that the Contractor's actual labor and/or material costs for performance of service have changed, the monthly fee for service coverages shall be adjusted in an amount equal to the established variance based on the following formula:
1. Eighty percent (80%) of the current monthly fee shall be used to represent the labor portion of the Contract.
  2. Twenty percent (20%) of the current monthly fee shall be used to represent the material portion of the Contract.
- D. The current labor portion of the monthly fee shall be increased or decreased by the percentage of increase or decrease of the current straight-time hourly rate for a mechanic, compared with same rate used for the previous year's labor portion of the monthly fee.
1. The initial base labor amount is 97.37. This represents the cost of the maintenance Mechanic's hourly wage with associated fringe benefits (no additional overhead or profit).

The initial base labor rate is itemized as follows:

Mechanic Base Rate	58.18
Fringe	39.19
Total	97.37

- E. The current materials portion of the monthly fee shall be adjusted based on the established monthly difference in the "Producer Commodity Prices for Wholesale Metals and Metal Products Index" as published by the United States Department of Labor, Bureau of Labor Statistics during the month within such adjustment occurs for comparison.
  - 1. Using June 2023 as the base month, the material factor is 315.603
- F. Annual adjustments shall be effective on the first day of the contract year and shall remain unchanged for the next twelve (12) months.
- G. Notwithstanding anything to the contrary, the maximum annual increase shall not be more than three percent (3%) of the total contracted payment for the preceding contract year.

1.18 INSURANCE COVERAGE

- A. Contractor shall comply with the terms and conditions of the Owner's Insurance "Exhibit A" attached hereto. Contractor hereby waives all rights of recovery against Owner or any other Indemnites on account of loss or damage occasioned to Contractor or others under Contractor's control or for whom it is responsible to the extent such loss or damage is insured against under any of Contractor's insurance policies which may be in force at the time of the loss or damage or would have been insured if Contractor had complied with its obligations hereunder.

1.19 CANCELLATION

- A. The Purchaser/Owner shall have the right to cancel this Contract upon at least thirty (30) days prior written notice to the Contractor of its election to do so without penalty for the following provided contractor has been given prior written notice describing the alleged substandard service, poor maintenance practices and/or failures to comply and an opportunity to cure of at least twenty (20) days:
  - 1. Elective upgrading of apparatus awarded to another vendor. Elective upgrading shall be defined as control and/or drive system replacement for the purposes of this Contract clause.
  - 2. Substandard services and/or poor maintenance practices as confirmed by the Consultant.
  - 3. Failure to comply with governing authority directives and/or citations.
- B. In addition to the rights provided in Paragraph A hereunder, the Purchaser/Owner shall have the right to cancel this Contract immediately, upon the occurrence of any of the following contingencies: bankruptcy of the Owner or Contractor, mortgage foreclosure, condemnation, destruction, loss of management contract, or transfer or conveyance of Title to the Building in which the subject equipment is located or the Building in which the subject equipment is located is rendered unusable in the opinion of the Purchaser/Owner.
- C. Cancellation of this Agreement prior to the expiration date shall entitle the Contractor to payment for services rendered up to and including the date of cancellation; and the Purchaser/Owner shall not be responsible for any expenses or subsequent costs that may be incurred by the Contractor as a result of an early cancellation or standard Contract expiration.

- D. Either party may terminate this agreement for convenience with 30 days' notice.

1.20 NOTICES

- A. All notices to be given under the terms of the Contract shall be in writing and addressed to the party to be notified, postage prepaid, by registered or certified mail, return receipt requested, or by delivering the same in person to such party. All notices shall be deemed to have been given as of the date of delivery indicated on the return receipt or date of failure to deliver by reason of changed address of which no notice was given or refusal to accept delivery, or when personally delivered. Any party or person to whom notices are to be sent or given pursuant to the terms of the Contract may, by notice to all such other parties or persons mentioned herein, change its address for the giving of notices, provided, however, that a notice of change of address shall be deemed effective only when received by the addressee. Notices to be given hereunder shall be sent or delivered to:

Contractor:

KONE Inc  
2700 BiState Dr Ste 100  
Kansas City MO 64108

Purchaser/Owner:

Jackson County  
415 East 12<sup>th</sup> Street,  
Kansas City, MO

1.21 PAYMENT/TERMS

- A. This service will be furnished from for a period of three (3) years with the owner's option to extend for up to Two (2) Twelve (12) month terms. All replacement parts, repairs, adjustments, and associated services, as specified herein, shall be supplied, installed, performed, and conducted at the Contractor's sole cost and expense unless otherwise specified herein.

1. Automatic Renewal:

- a. Upon mutual consent of all parties, the Purchaser/Owner shall have the right to renew this Agreement on a month-to-month basis upon expiration of the initial Contract period. All terms, conditions and provisions shall remain intact.
2. The Purchaser/Owner agrees to pay the Contractor on a monthly basis, the fees as stated per Exhibit B, during the term of this agreement, subject to price adjustments as specified herein.

- a. Monthly invoices shall indicate the base monthly fee due under the Agreement for maintenance services.
- b. Any state or local tax charges, which may be applicable, are not included in the monthly fee indicated and shall be itemized on the monthly billing invoice statement accordingly.
- c. Extraordinary work, overtime callbacks, and/or other work, as approved by the Purchaser's/Owner's Representative shall be invoiced separately upon completion and acceptance of the work or other services performed. Completion and acceptance of the work shall include submission by the Contractor of an approved permit and evidence of proper closure if a permit is required by jurisdictional authorities for the work performed.

#### 1.22 NON-PAYMENT

- A. The Purchaser's/Owner's Representative may have the Contractor's work and systems' performance operations checked monthly to ensure the Contractor is performing in accordance with this Contract. If the work requirements are not maintained, the Purchaser's/Owner's Representative will retain the monthly payment to the Contractor until the Consultant verifies that the work and/or operating performance is back to standard. If three (3) consecutive months of substandard maintenance are noted, the Purchaser/Owner has the right to immediately cancel the Contract with a 10-day notice to the Contractor.
- B. The Consultant and/or the Purchaser's/Owner's Representative may withhold approval for payment on any request to such extent as may be necessary to protect the Purchaser/Owner from loss on account of:
  1. Provided contractor was provided a reasonable opportunity to cure, negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the contract. The Owner, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost of the contract.
  2. Claims filed or reasonable evidence indicating probable filing of claims due to the Contractor's failure to perform.
  3. Failure of Contractor to make payments properly to subcontractors for material and labor used to fulfill contractual requirements.
  4. Damage to the building as a result of work performed or another subcontractor's failure to perform.

#### 1.23 ERRORS AND OMISSIONS

- A. Contractor shall notify the Purchaser/Owner and Consultant in writing regarding any necessary services, coverages or items which may have been omitted from the Contract specifications and any irregularities, discrepancies or duplications that could affect the full comprehensive intent of the Agreement.
  1. Any duplication of work or coverage is specified as a means of demonstrating the Contract requirements, but such duplication, if any, is not intended to expand coverage or increase requirements for such work or services and such duplication shall not increase costs or provide justification for extra or additional charge to the Purchaser/Owner.

1.24 LABOR LAWS

- A. The Contractor performing work under this contract shall comply with applicable provisions of all federal, state, and local labor laws.

1.25 ASSIGNMENTS

- A. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Elevator Contractor assign any payment due him or to become due to him hereunder without the previous written consent of the Owner.

1.26 FORCE MAJEURE

- A. Neither party shall be liable by reason of any failure or delay in the performance of its obligations due to strikes, riots, lockout, labor disputes, fires, explosions, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such parties. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause.

1.27 CONTRACTOR'S LICENSE

- A. If required by law, Contractor certifies that it is licensed in the state, municipality and/or local jurisdiction where the property is located to perform the elevator maintenance services pursuant to this Agreement, and that the license will be maintained current and valid for the Initial Term and any renewal term of this Agreement.

1.28 WAIVER

- A. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies and rights of the parties contained in this Agreement shall be cumulative.

1.29 LIMITATION OF LIABILITY

- A. It is expressly understood and agreed by the Parties that Purchaser, its parent, subsidiaries and/or affiliates shall not be liable or responsible in any way for any loss of or damage or injury to any equipment as referred to in this Agreement or other personal property belonging to Contractor or any personnel of Contractor while in any area of the building; nor shall Purchaser, its parent, subsidiaries and/or affiliates be liable for any injury suffered by any personnel of Contractor while on or in the Owner's property to the extent caused by Purchaser's negligence or willful misconduct. Personnel of Contractor shall make all necessary arrangements for the safety and security of such equipment and other personal property at all times.

1.30 AGREEMENT DESIGN

- A. It is agreed that this Agreement and any attachment and/or exhibits are contractual in nature and voluntarily entered into by both Parties as their free act and deed, acting in their individual judgment without reliance upon any statement or representation of the other party. This Agreement, any attachments and exhibits constitute the entire understanding, oral or written, between the Parties, and supersedes any and all prior discussions and/or agreement between the Parties. The parties agree that any alteration to any exhibits, attachments or addenda noted therein or herein, and attached hereto shall be null and void, unless made in writing by mutual agreement or Customer and Contractor. The Parties agree to execute whatever additional documents are deemed reasonably necessary to effectuate this transaction.
- B. Both parties have participated in the preparation of this Agreement and have been afforded the opportunity to have this Agreement reviewed by legal counsel and/or other consultants of their choice. It is agreed that the normal rule of construction against the drafter shall not apply to the provisions of this Agreement.

1.31 SEVERABILITY AND REFORMATION

- A. This Agreement is binding upon the Parties, their respective successors, assigns and legal representatives. If a Court, having competent jurisdiction, determines that one or more of the provisions is invalid or unenforceable, the Court will have the right to modify same to the minimum extent necessary to make it valid and enforceable, with the rest of this Agreement remaining unaffected by such conclusion or reformation.

1.32 SURVIVABILITY

- A. The parties agree that it would cause an undetermined amount of damages to the other party if either fails to comply with any terms and conditions governing the handling of each other's confidential and proprietary information, or the representations, warranties and indemnifications agreed to under this Agreement and/or hereunder, all of which shall survive any early termination or expiration of this Agreement, and shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Information is returned to whoever disclosed such information, after the date of termination or expiration of this Agreement.

PART 2 - PRODUCTS AND SERVICES

2.1 SCHEDULED PREVENTIVE MAINTENANCE LABOR

- A. Contractor shall provide scheduled systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoistways and pits. The Contractor shall provide at least the minimum monthly maintenance hours listed on Contractor's Schedule of Unit Prices per unit that is to be dedicated to routine preventive maintenance. Hours assigned to meeting the specified minimum hours for routine preventative maintenance shall not include callback and/or emergency and scheduled or unscheduled

repair hours. Refund criteria for failing to provide the specified minimum hours per month of routine preventative maintenance are provided for in Section 3 – Minimum Hour Guarantee.

## 2.2 LUBRICATION

- A. Lubricate twelve (12) times per year at regularly scheduled intervals all of those mechanical parts recommended to be lubricated by the original manufacturer of the equipment or to otherwise lubricate as often as required and in the manner specified herein. Hoist ropes shall be lubricated and adjusted for proper tension as often as and in the manner specified by the hoist rope manufacturer.

## 2.3 CLEANING

- A. The Contractor shall during the course of all examinations remove and discard immediately all accumulated dirt and debris from the car top(s) and pit area(s). Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris.

## 2.4 PAINTING

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. The machine room floor and all storage areas shall be painted with a good quality deck enamel prior to each three (3) year anniversary date of this Contract or more often, if necessary, to maintain an aesthetically presentable appearance. All paint applied shall be safe for the environment (low VOC) and nontoxic. Proposed painting schedule shall be submitted to Owner for review and approval a minimum of ten (10) working days in advance.

## 2.5 INSPECTIONS / TESTS

- A. The Contractor shall provide annual Efficiency and Maintenance Survey Inspections for all units. These inspections shall be performed by a field experienced (successfully passed industry recognized mechanic examination) salaried management employee in conjunction with or as an addition to the applicable mandated tests under the terms of the base Contract Agreement. These inspections shall also include a report with recommendations and shall be performed in conjunction with the applicable mandated tests under the terms of this Agreement without extra charge. Inspections should be provided in accordance with all local, state, and federal laws.
- B. The results of these Inspections shall be summarized with appropriate backup material in an annual report to the Purchaser's/Owner's Representative by the end of the month following the anniversary date of the Contract. The Purchaser's/Owner's Representative and/or the Purchaser's/Owner's Consultant shall meet with the Contractor to review the report to validate compliance with Contract performance criteria. This report shall also include the fourth quarter report required under Section 1 – Reports by Contractor and the following performance parameters and summary data for each vertical transportation unit as appropriate:

1. Unit speed up and OEM designed speed
  2. Unit speed down and OEM designed speed
  3. Door open speed and OEM designed speed
  4. Door close speed normal and code parameter
  5. Door close speed reduced (nudging) and code parameter
  6. Door closing torque and code parameter
  7. Door dwell time – car call and ADA parameter
  8. Door dwell time – hall call and ADA parameter
  9. Door dwell time – after activation of reversing device
  10. Leveling accuracy summary and OEM designed parameter
  11. Date of the last annual / five-year safety test completed
  12. Dates and summary results of the preceding twelve (12) months communication and fire recall system tests
  13. Annualized callback rate by common control group from the preceding twelve (12) months with backup detail
  14. Dedicated maintenance hours for the preceding twelve (12) months by unit
- C. Purchaser's/Owner's Representative reserves the right to make such inspections and tests whenever it deems necessary or appropriate to ascertain that the requirements of this Contract are being fulfilled. Any deficiencies noted by Purchaser/Owner shall be promptly corrected at Contractor's expense. If Contractor fails to perform elevator maintenance services pursuant to this Contract in a diligent and satisfactory manner, Purchaser/Owner may, after ten (10) working days written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it will reimburse the Purchaser/Owner for any expense incurred therefore, or at Purchaser's/Owner's election may deduct the amount from any sum owing Contractor.
- D. Upon request the Contractor shall accompany the Owner or the Owner's Consultant on inspections to evaluate Contract compliance.
- E. Consultant re-inspection fees to confirm satisfactory completion of deficiencies other than those scheduled to be performed as a part of routine maintenance within three (3) months of the initial inspection shall be the responsibility of the Contractor. The Purchaser/Owner shall withhold the re-inspection fees from the Contractors monthly billing.
- F. The Contractor shall be responsible for the yearly Consultant inspection and re-inspection fee(s) for any group of elevators that is identified in the annual summary reports as having an annualized callback rate that exceeds the guaranteed rate by more than twenty-five percent (25%).

## 2.6 TESTING

- A. The Contractor shall conduct all testing procedures in accordance with the applicable local laws, ASME A17.1 standards at intervals specified. In the performance of this Agreement, Contractor agrees to abide by all laws, codes, rules, and regulations set forth by the appropriate authorities having jurisdiction over the systems where the services under this Contract are being performed. Any fines incurred for failure to complete required testing or for filing irregularities will be paid by the Contractor.



1. The Contractor shall act as the Purchaser's/Owner's agent for conducting or assisting in the conducting of all tests and inspections required for the equipment covered by this Contract.
2. All associated filing procedures per the governing authority shall be completed and executed by the Contractor including payment of all associated fees or other charges.
3. Confirmation of all tests and forms filed on behalf of the Purchaser's/Owner's Representative shall be forwarded to the Owner within five (5) working days of the procedure.

B. Emergency Recall and Emergency Power System Test

1. The Firemen Service System shall be tested monthly (quarterly hydraulic), at a time specified by the building management, for operation under Phases I and Phase II, when applicable, or as defined by code and/or local law. The elevator interior emergency lighting and intercom systems shall be tested at the same time so as not to interfere with normal operations. All tests will be performed on a not-to-interfere basis. Contractor's base bid shall include the cost of overtime labor at the appropriate rate, per month (per quarter hydraulic), for testing purposes. Local code jurisdiction will take precedence and dictate frequency of testing requirements.
2. Where applicable, the emergency power system shall be tested annually, at a time specified by Building Management for proper operation. Building Management will advise the Contractor at least one (1) week in advance of the required test performance date and time. This work will be performed on a not-to-interfere basis. Contractor shall include two (2) hours of overtime labor at the appropriate rate, per year, for testing purposes. Contractor's base bid shall include the cost of overtime labor at the appropriate rate, per month, for testing purposes with no additional cost to the Owner.
3. Contractor shall submit to the Owner a full description of the test of the Fireman's service, elevator interior emergency lighting, intercom, and emergency power systems, and the results of such tests within ten (10) days of performance.

C. Annual Hydraulic Elevator Relief Valve Setting and System Pressure Test

1. Contractor shall perform an Annual Hydraulic Elevator Relief Valve Setting and System Pressure Test conforming to the requirements contained in ASME A17.1, Section 8.11.2.2, One Year Inspection and Test Requirements on all Hydraulic Elevators covered by this contract.
2. All Annual safety testing shall be performed outside of normal building hours, with no additional cost to the Owner. Proposed five-year test scheduling must be submitted to the Owner for approval a minimum of ten (10) working days in advance.

D. Annual Electric Traction Elevator No-load Safety Test

1. Contractor shall perform an Annual Electric Traction Elevator No-load Safety Test conforming to the requirements contained in ASME A17.1, Section 8.11, Rule 8.11.2.2.2.
2. All Annual safety testing shall be performed outside of normal building hours, with no additional cost to the Owner. Proposed five-year test scheduling must be submitted to the Owner for approval a minimum of ten (10) working days in advance.

E. Five Year Full Load Safety Test

1. Contractor shall perform a Five-Year Full-load Safety Test conforming to the requirements contained in ASME A17.1, Rule 8.11.2.3, 5 Year Inspection and Test Requirements on all Traction Elevators covered by this Contract.
2. All five-year safety testing shall be performed outside of normal building hours, with no additional cost to the Owner. Proposed five-year test scheduling must be submitted to the Owner for approval a minimum of ten (10) working days in advance.

2.7 EMERGENCY CALL-BACK SERVICE (24 HOURS, 7 DAYS PER WEEK)

- A. Provide emergency callback service which consists of promptly dispatching qualified employees in response to requests from the Purchaser's/Owner's Representative, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day, or night. Emergency repairs shall be made within four (4) hours of arrival to restore the equipment to operating order. If repairs cannot be made immediately, the mechanic shall notify the Owner as to the reason why and provide supplemental information regarding the restoration of services.
  1. Callback service in response to passenger entrapments shall be provided within one (1) hour during Regular Working Hours and within one (1) hour during overtime periods.
  2. Callback services for out-of-service units shall be provided within one (1) hour during Regular Working Hours and within two (2) hours at all other times not specified above.
  3. Travel time for callback service shall be capped at 2.0 hours per callback. Contractor agrees to provide documentation to support travel related charges for the employee responding to the callback if requested by the Purchaser's/Owner's Representative.
- B. The Contractor understands the need to expedite all service calls and will provide the resources necessary to improve upon the standards outlined in this Contract whenever possible.

2.8 REPAIRS, RENEWALS, AND REPLACEMENTS

- A. Repairs, renewals, and replacements shall be made by the Contractor as soon as scheduled or Repairs, renewals, and replacements shall be made by the Contractor as soon as scheduled or other examinations reveal the necessity of the same, or when the Customer so advises the Contractor under the terms of this Agreement. It is understood and agreed that repairs, renewals, and replacements shall be made in accordance with high standards of preventive maintenance practice and that the repair and renewals of parts made shall be equal in design, workmanship, quality, finish fit, adjustment, operation and appearance to the original installation and that replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor, and shall apply to the repair, renewal, or replacement of all mechanical, electronic, and electrical parts, including but not limited to the following:
  1. Automatic door systems, power operated door systems and manual door/gate systems complete.
    - a. Power operator and engagement linkages.
    - b. Car door top track and hanger roller assemblies.

- c. Car door track liners, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors.
  - d. Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
  - e. Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
  - f. Electromechanical safety interlock assemblies, related operating mechanisms, clutch or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.
2. Car frame, platform and car safety devices complete.
- a. Crosshead, stiles, hitch plates, tie rods, supports and related structures.
  - b. Car guides, shoes, stands, spindles, gibs, rollers and tensioning devices.
  - c. Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware and electrical switches.
  - d. Car fans, blowers, and cab ventilation systems.
3. Hoisting machinery and rotating power drives with mounting supports and integral beams, raised platforms and weighted foundations and structures complete.
- a. Geared traction and winding drum units, gearless traction, and related systems complete.
  - b. Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheaves, bearings, support/mounting apparatus, brake assembly, rotating elements and all associated castings, guards, retainers, and hardware.
  - c. Integral and free-standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices and hardware complete.
  - d. AC and DC motors, motor generators, rotating regulators, and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.
4. Controls, selectors, power drives, encoding devices with related wiring, conduit, and circuitry complete.
- a. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders and hardware.
  - b. Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.
  - c. Filters, fans, blowers, wiring, studs, terminal blocks, plug connectors, C.R.T.'s or other diagnostic devices, keyboards, and printers.
  - d. Cabinets, isolation transformers, chokes, diagnostic tools, status indicators, solid state, and hard wire circuitry.
5. Car and counterweight safety systems.

- a. Overspeed governors and electromechanical safety devices, wire ropes and tensioning devices with related hitch and connection apparatus complete.
  - b. Car and counterweight safety devices, drums, rods, linkages, clamps, and hardware.
6. Hoistway and pit equipment.
  - a. Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
  - b. Wire ropes, chains and cables used for suspension, compensation, safety, and selector encoding with related hitch and connection hardware complete.
  - c. Corridor entrance top track and hanger rollers, toe guards, facias, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
  - d. Overhead machine room, secondary and 2:1 wire rope sheaves, shafts, bearings, bushing, seals, mounting supports, lubrication devices, guards, and hardware complete.
  - e. Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
  - f. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, "S" hooks, guidance systems and all related hardware.
  - g. Counterweight assemblies, guides, rollers, stands, strike plates, safeties, and hitch devices.
  - h. Car and counterweight buffers, stands, strikes, blocking, platforms, extension devices, mounting hardware, and appurtenances.
  - i. Pit safety switches, cable tensioning devices, access ladders, light bulbs, and guards.
7. Operating and signal fixtures with electrical wiring.
  - a. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels, and indicators with electrical wiring.
  - b. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
  - c. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.
  - d. Emergency lighting systems, emergency communication devices, and signal systems complete.
  - e. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, and security controls and monitors installed by the Elevator Contractor.
  - f. The Contractor shall be responsible for allowing access to building personnel for re-lamping all lighting fixtures in the pit, machine room, cab and hoistway as required. Access to these areas will not be an additional charge to the Owner.
8. Hydraulic system components, including but not limited to, tanks, valves, pump, cylinder head, above-ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices, overflow devices, rescuator or other emergency operating and signal systems, above-grade cylinder, and plunger assemblies complete, mufflers, heaters, and shut-off valves.

9. The following items of equipment are excluded: Mainline power switches and fuses, car enclosure, car doors, hoistway enclosures, hoistway doors and door frames, buried hydraulic piping, cylinder and conventional below-grade plunger assemblies.

## 2.9 PRORATIONS/EXCLUSIONS

- A. The Contractor may elect to prorate or exclude specific components as a result of their own equipment inspection in accordance with the following:
  1. The present replacement and/or repair cost of each itemized component or system specified at the time of bidding is proposed as a premaintenance option.
  2. Detailed formula for pro-rata clause based on the present replacement price, labor, and material escalation in accordance with this document and percentage of time this Agreement is in force prior to replacement.
  3. Proration and/or exclusion provisions shall be specifically detailed for the applicable vertical transportation units with the understanding that such limitations do not reduce or eliminate the Contractor's liability on other systems covered under the terms of this Agreement, and repair or replacement of such items prior to or during the term of this Agreement will automatically delete reduced coverage for all future work required after the first repair or replacement.
- B. Prorations, exclusions or other component coverage modifications shall be approved by the Purchaser prior to the execution and/or Contract renewal or such changes shall be null and void without conflict or alteration of other contractual conditions including price and maintenance contingencies.

## 2.10 OBSOLESCENCE

- A. Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier. Claims of component obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are available in the market.
- B. In the event of component obsolescence as defined in paragraph A above, the condition shall be reported to the Owner with the following information:
  1. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
  2. Procurement and installation time for restoration of system service.
  3. Any safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests, and approvals).
  4. Certification by the manufacturer of the replacement parts that the parts meet or exceed the original equipment design intent including, but not limited to, durability, reliability, maintainability, longevity and safety.

- C. Payment for obsolescent work shall be based on the extra cost to the contractor only.
1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
    - a. Contractual hourly rate schedule as provided under "Exhibit B1" shall be used to compute the extraordinary labor charge if applicable.
    - b. Actual material extra cost to the contractor minus the value of the standard component replacement cost plus a maximum of five percent (5%) mark-up on the cost variance only.
    - c. At owner's option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
  2. Subsequent to the Owner's authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.
- D. The Owner shall retain the right to competitively bid obsolescence repairs and replacements; and such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
1. The maintenance contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescent procedures that increase their contractual liability. The maintenance contractor shall provide written notification of acceptance or rejection.
  2. Should the contractor reject an obsolescence repair made by others, the Owner may have a qualified third-party professional engineer evaluate the work and render a decision regarding the acceptability of the prevailing conditions or the Owner may terminate the maintenance contract and award the maintenance work to another Contractor at the Owner's sole discretion.

## 2.11 SCHEDULED SERVICE PROCEDURES

- A. Maintenance requirements, in addition to scheduled and emergency repairs, renewals and testing, shall include but are not limited to:
1. Examination of wire ropes to maintain proper tensioning and legal bottom clearances on a monthly basis for shortening and adjusting ropes as required and performance of all re-shackling procedures per ASME A17.1 standards and local laws in conjunction with maintenance of related slack cable devices, machine limits or other safety equipment.
  2. The Contractor shall clean all hoist ropes as often as necessary to maintain traction characteristics and allow for proper inspection.
  3. Hoist ropes shall be lubricated as often as and, in the manner specified by the hoist rope manufacturer.
  4. Examination, repair, and replacement of all electrical wiring, traveling cables, conduits, connections and related apparatus extending from the mainline power supply switch in the machine or other power supplies in hoistways.
  5. Maintenance of pit, hoistway and machine room lighting to include relamping and guards.

6. The Contractor shall re-lamp signals, as required, during regular examinations. All indicator lamps shall be the "LED" type.
7. Only one (1) elevator in the bank of elevators shall be removed from service at any time for performing routine maintenance.

### PART 3 - EXECUTION AND SUPPLEMENTAL REQUIREMENTS

#### 3.1 PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED

- A. The control system shall be maintained to provide smooth acceleration and retardation. Contractor must maintain elevators in accordance with the original equipment manufacturer (OEM) design performance specifications (including floor-to-floor times, door timing, rated speed, group supervisory system, etc.). The door close pressure must never exceed 30 pounds. The following performance schedule shall be adhered to:
  1. Contract speed shall be provided in both directions of travel with a full-capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than that listed in the table below.
  2. In accordance with the ASME A17.1 Code, the elevators shall be maintained and adjusted to safely lower, stop and hold the car with a load of 125% of the rated capacity.
  3. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within the tolerance listed in the appropriate table below.
  4. Ride Quality: The Contractor will be required to maintain the ride quality parameters specified in the appropriate table below provided the units were specified to meet or exceed those requirements at the time of installation. Realignment of guide rails due to building movement, except normal compression, is excluded.
  5. Sound Quality: The Contractor will be required to maintain the sound quality parameters specified in the table below provided the units were specified to meet or exceed those requirements at the time of installation.

<b>Microprocessor Controlled Traction Elevators</b>		
<b>Parameter</b>	<b>Geared</b>	<b>Gearless</b>
Contract Speed	± 3%	± 3%
Leveling Accuracy	Within ¼"	Within ¼"
Door Open Speed in Seconds (Average 42" Center Opening Doors)	42" Center Opening 1.9 – 2.3 48" 2 Speed Side Opening 2.8 – 3.2	42" Center Opening 1.9 – 2.3
Door Close Speed in Seconds (Average 42" Center Opening Doors)	42" Center Opening 2.8 – 3.2 48" 2 Speed Side Opening 4.8 – 5.2	42" Center Opening 2.8 – 3.2
Door Close Speed Nudging in Seconds (Average 48" Center Opening Doors)	42" Center Opening 4.5 – 5.0 48" 2 Speed Side Opening 8.0 – 8.5	42" Center Opening 4.5 – 5.0
Door Nudging Activation in Seconds	30 – 60	30 – 60
Door Dwell – Car Call in Seconds (ADA Compliant)	3.0 – 4.0	3.0 – 4.0
Door Dwell – Hall Call in Seconds (ADA Compliant)	5.0 – 6.0	5.0 – 6.0
Performance Time in Seconds	350 fpm / 9.5 - 10.6	500 fpm / 10.8-11.8
Ride Quality (Range is measure Peak to Peak)	10 mg	500 fpm - 10 mg
Sound Quality (during door operation, with fan running)	350-800fpm - 57 dB(A)	350-800fpm - 57 dB(A)

### 3.2 PARTS INVENTORY AND WIRING DIAGRAMS

- A. The Contractor shall maintain an inventory of spare parts at the site of the work for scheduled preventive maintenance procedures and common emergency call-back service repairs. Such parts shall include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides and an assortment of hardware.
- B. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure "as built" documents remain on site and the property of the Purchaser per the maintenance agreement.
- C. Any parts or software not available from the manufacturer due to obsolescence still remains the Contractor's responsibility to replace or renew from another source. The Owner will be notified when other than genuine replacement parts are used. The inability of the Contractor to access parts does not release them from their obligation to have other than genuine replacement parts available within 24 hours.



- D. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure "as built" documents remain on site and the property of the Owner.

### 3.3 MATERIALS AND WORKMANSHIP

- A. All materials and parts are to be new and of the best quality of the kind specified. Installation of such materials shall be accomplished in a neat workmanlike manner. In case the Contractor should receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or workmanship, the Contractor shall, within twenty-four (24) hours proceed to remove such work or materials and make good all other work or materials damaged thereby. If the Owner permits said work or materials to remain, the Owner shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at the expense of the Contractor, at any time during the Contract term; and neither payments made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

### 3.4 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any necessary guards or other barricades for employee protection during and after the maintenance procedure.

### 3.5 SAFETY AND ENVIRONMENTAL

- A. The Contractor is required to provide its employees with all legally required safety training prior to allowing the employees to work in any of the Owner's facilities. Contractor shall provide a copy of applicable safety training records to the Purchaser/Owner upon request.
- B. Contractor must properly dispose of all waste material generated in servicing the equipment covered by this Contract. Waste materials consist of lubricants, cleaning materials, paints, absorbents, and any other material brought on site by the Contractor that is not part of the fixed equipment. Contractor shall be responsible for all environmental spills and/or waste disposal caused by incorrect work procedures and/or Contractor negligence.
- C. Contractor shall provide, prior to starting work under this Agreement, Material Safety Data Sheets (MSDS) for all applicable material(s) stored or expected to be used at the maintenance site. When new materials are brought to the maintenance site Material Safety Data Sheets (MSDS) must be provided to the Purchaser's/Owner's Representative prior to the arrival of such material.
- D. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising out of this Contract. The Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents or employees of

the Purchaser/Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations and shall otherwise be responsible for complying with all OSHA and other lawful safety regulations.

- E. Purchaser/Owner agrees to provide the Contractor with safe access to all areas of the Building in which any part of the elevators is located and to keep all machine rooms and pit areas free from water, stored materials, and excessive debris.
- F. Contractor shall treat all pit areas as "Confined Space" during each entry process until such time as the air in pit area has been tested and been determined to be within normal air quality limits. The testing instrument(s) shall be selected and purchased by the Contractor and comply with OSHA testing requirements for this application. If any pit areas are determined by testing to be unsafe, the Contractor shall immediately notify the Owner both verbally and in writing. The Owner, in cooperation with the Contractor, will determine mitigation of the unsafe condition. This treatment of pit areas as "Confined Space" is an Owner requirement and will not be altered by Contractor or Industry policy.

### 3.6 BUILDING WORK RULES AND CONDITIONS

- A. The Contractor is required to provide its employees with all legally required safety training prior to allowing the employees to work in any of the Owner's facilities. Contractor shall provide a copy of the applicable safety training records to the Owner upon request.
- B. Material storage facilities (cabinets, waste containers, etc. used to store parts, cleaning materials and lubricants) provided by the Contractor, including flammable storage facilities, shall comply with all federal, state, and local laws and codes.
- C. If Contractor's and/or subcontractors' work in performing the services described herein disturbs Building tenants as determined solely by the Purchaser/Owner, Contractor shall cease work immediately and reschedule for a time acceptable to the Purchaser's/Owner's Representative.
- D. Contractor and/or its subcontractors shall coordinate with the Purchaser's/Owner's Representative prior to shutting off or testing any of the Building's electrical, plumbing, mechanical life safety or energy management systems. Under no circumstances will Contractor and/or its subcontractors disturb these systems without the express permission and written authorization of the Purchaser's/Owner's Representative.
- E. Contractor employees, agents, and subcontractors shall wear full work uniforms with company identification and the individual's name prominently displayed.
- F. Contractor employees, agents, and subcontractors shall comply with Purchaser's/Owner's "Key and/or Access Card policy."
- G. Contractor shall immediately report to the Purchaser's/Owner's Representative any and all damage caused by its employees, agents, or subcontractors and shall reimburse the Purchaser/Owner for the cost of repairs within ten (10) days from receipt of invoice. In the event Contractor fails to report such incidents and the Purchaser's/Owner's Representative determines in its sole opinion, based on inspection of the site, that

damage was caused by Contractor, Contractor shall likewise reimburse the Purchaser/Owner for the cost of repairs within ten (10) days from receipt of invoice.

- H. Contractor employees shall comply with the Purchaser's/Owner's "No Smoking" policy.
- I. The Contractor's maintenance and repair personnel will check both in and out of the Building at the Main Lobby security guard station or with the building management in the absence of the security personnel. All personnel assigned to overtime callbacks or repairs must be reviewed/approved by Building Security.

### 3.7 CALLBACK GUARANTEES

#### A. Callback Rate

1. Callbacks shall be monitored and reported quarterly on an annualized basis. For measurement purposes callbacks shall be grouped and averaged on an annualized basis by common control group (i.e., Low Rise Passenger Group). Callbacks for items not covered by the Contract (i.e., vandalism, water or fire damage callbacks that have been billed to the customer and paid by mutual agreement) will not be included in the calculation (repetitive running on arrival or no problem found callbacks will be assumed to be problems not identified and fixed and will be included in the calculation. For purposes of this Paragraph repetitive callbacks shall be defined as three or more callbacks on a single elevator that are reported within thirty (30) days with similar symptoms and diagnosed by the Contractor as running on arrival or with no problem found.
2. Once a year in the month following the anniversary date of the Contract the Contractor and the Owner will review the callback data submitted with the annual Inspection and Evaluation report. If the annualized callback rate for any grouping exceeds the rate(s) provided in the bidding process by more than twenty-five percent (25%), the monthly fee for each unit in that grouping will be reduced, as liquidated damages, during the next twelve (12) months (until the next annual calculation) by ten percent (10%). The reduction will be cumulative by group and year, that is, if a reduction is warranted for multiple years, the monthly fee for each additional year will be reduced from the previous year's amount by an additional ten percent (10%) per year. If reductions in monthly fees due to excessive callbacks occur for two (2) consecutive years, the Purchaser/Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

#### B. Entrapment Callback Response Time Guarantee

1. Contractor's failure to comply with the callback entrapment response times contained in Section 2 unless proven beyond Contractor's reasonable control such as adverse weather, traffic, etc., will result in the Contractor paying liquidated damages for the additional time required to respond, including travel time, at the billing rates listed in the Schedule of Hourly Rates, price adjusted as appropriate. The liquidated damages will be required for all applicable entrapment callbacks regardless as to their billability under the terms of the Contract.

### 3.8 RELIABILITY GUARANTEES

- A. The Contractor shall correct any system or individual malfunction that requires the removal of a unit from normal operating service within forty-eight (48) hours (48 hours in this Paragraph means within two Regular Working Days of the elevator trade not counting the day of the failure) of the failure.
1. If the unit is not returned to service within the specified time allotment, the Contractor shall adjust the subsequent monthly fee, as liquidated damages, for the unit based on an amount equal to five percent (50%) of the total monthly fee for each twenty-four (24) hour period the unit is out-of-service from the original date of system malfunction.
  2. If any system or individual malfunction results in multiple units, in the same bank of elevators, being removed from normal operation for twenty-four (24) hours or more, the above referenced damages will start at the end of the first twenty-four-hour (24) period and be assessed at an amount equal to five percent (50%) of the total monthly fee, for each unit, for each twenty-four-hour period multiple units are out of service from the original date of system malfunction.
  3. Contractor shall not be assessed damages for pre-approved and scheduled maintenance repairs, tests or other conditions necessitating unscheduled major work procedures, resulting from a cause excluded by any other provision of this Contract, or repairs to items not covered under this Contract.
  4. The Owner has the right to immediately cancel this Contract or to pursue any other available remedy if the Contractor fails to meet the provisions of this Section three (3) times during any three-year period. Failure to meet the provisions of this Section are understood to have occurred if the Contractor was obligated to reduce the monthly maintenance fee regardless if that reduction actually occurred.
- B. Only one (1) unit per group is allowed to be out-of-service for routine maintenance at any time. If a unit is out service for routine maintenance and another unit in the same group malfunctions, the unit that is out for routine service shall be restored to normal operation, as long as the other unit remains out of service, at no additional cost to the Purchaser/Owner.

### 3.9 MINIMUM HOUR GUARANTEES

- A. Contractor's failure to provide the specified monthly minimum hours for routine preventative maintenance on an averaged quarterly basis shall result in the Contractor providing a refund to the Purchaser/Owner for the unexpended hours at the "Straight Time Rate Hourly Selling Price" or overtime rate, if appropriate, for Maintenance Mechanics listed in the Schedule of Initial Base Hourly Rates price adjusted as appropriate. The amount to be refunded shall be deducted from the monthly fee in the month(s) following each quarterly anniversary date of the Contract or refunded by check at the option of the Purchaser/Owner. The amount shall be determined as part of the quarterly review of Reports required in Section 3. If the Contractor fails to provide the required Minimum Monthly Maintenance Hours as provided in Contractors Schedule of Unit Prices and Minimum Monthly Maintenance Hours for two (2) consecutive quarters, the Purchaser/Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

3.10 REPORTING GUARANTEES

- A. Failure to provide Quarterly or Purchaser's/Owner's Representative requested Reports within the time frame specified in Section 1 will result in an automatic reduction of the monthly fee of ten percent (10%) for a three (3) month period as liquidated damages. Damages will be cumulative quarter to quarter. If the quarterly reporting requirements are missed for two consecutive periods, the Purchaser/Owner has the option to immediately cancel the Contract or to pursue any other available remedy.
- B. Failure to provide Efficiency and Maintenance Survey Inspection Reports within the time frame specified in Section 2 will result in an automatic reduction of the monthly fee of ten percent (10%) for a one (1) year period as liquidated damages. Any assessed liquidated damages will be cumulative year to year. If the yearly reporting requirements are missed for two consecutive periods, the Purchaser/Owner has the option to immediately cancel the Contract or to pursue any other available remedy.

3.11 TESTING GUARANTEES

- A. Traction Elevators: Failure to complete the code required annual no-load and/or five-year full load safety test(s) within thirty (30) calendar days of the appropriate anniversary date will result in an automatic reduction of the monthly contract price of 25% for each thirty-day period the test(s) are overdue. If the test(s) become overdue, the thirty-day grace period is eliminated, and any penalties will be applied from the due day. (Example: test(s) are forty-five (45) days overdue; penalty will be 50% of two (2) months billing.)

3.12 RESTRICTED DOOR OPERATION GUARANTEES

- A. If an elevator is furnished with a restricted door opening device and said device is inoperable in a manner or pattern that indicates its ability to function as intended was impacted by other than random failure or misuse the monthly contract price for that elevator will be reduced by 50% for each full and/or partial thirty-day period the device is inoperative. Example: If the device(s) become inoperative for 45 days, the thirty-day grace period is eliminated, and the liquidated damages will be 50% of two months billing. Final determination on why a restricted door opening device is inoperable shall be made by the Owner's Agent or the Owner's Agent Consultant.

3.13 BID DATA GUARANTEES

- A. The Contractor warrants that all data supplied as part of the bid qualification process will remain valid for the duration of this Contract. If any changes occur relative to the information provided as part of the bid process the Purchaser/Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

3.14 MEETINGS

- A. Contractors' personnel shall meet with the Purchaser's/Owner's Representative quarterly to review the Reports submitted under Section 1.11, the Contractor's compliance with the minimum monthly maintenance hour provision of the specification and any other Contract related issues deemed appropriate by the Purchaser's/Owner's Representative. As part of the quarterly meeting, Contractor shall attend site walk through of elevator spaces as requested by the Owner's Representative. Contractors' personnel shall also be required to meet with the Purchaser's/Owner's Representative to resolve any issues that arise during the administration of this Contract on an as-needed basis.
- B. The Contractor shall attend callback meetings quarterly or at any time during the term of this Contract, upon written request of the Purchaser/Owner. Contractor shall provide reports including analytical data and charts to facilitate review of callbacks at these meetings.

3.15 NON-CONTRACTUAL CORRECTIVE ACTION NOTIFICATION TO OWNER

- A. When, in the opinion of the Contractor, corrective action is needed, but considered within the terms of this Contract, to be the responsibility of the Purchaser's/Owner's Representative rather than the Contractor, a written report detailing the nature of such action shall be promptly delivered to the Purchaser/Owner for further action (promptly is defined as within five (5) working days of becoming aware of the need for corrective action). If such corrective action is considered to be needed on an emergency basis, that is, necessary to maintain an elevator in service or correct a safety-related problem notification of the nature of such corrective action shall be immediately provided by telephone, facsimile, and e-mail to the Purchaser's/Owner's Representative.

3.16 INFORMATION LIBRARY REQUIREMENTS

- A. The Contractor shall have and maintain, for the duration of this Agreement, a reference library of information containing, but not limited to, the applicable and current ANSI/ASME A17.1 and A17.3 Safety Code for Elevators and Escalators, current ANSI/ASME A17.2 Inspector's Manual, manufacturer's lubrication specifications and schedules, equipment schematics (motion and logic), parts and assembly list and other basic information needed to properly test, adjust and maintain the equipment covered by this Agreement. If technical documentation unique to the Owner's installation is not available to the Contractor, the Purchaser's/Owner's Representative shall assist the Contractor in obtaining that information which is available to the Purchaser's/Owner's Representative.

3.17 SYSTEM RESPONSE TIME PERFORMANCE

- A. The group supervisory and individual unit control systems shall be maintained to provide overall satisfactory service levels as designed by the Original Equipment Manufacturer.
- B. Upon the request of the Purchaser/Owner, the Contractor shall provide a computerized traffic study with a summary report that, at a minimum, details all waiting times by floor and direction of travel. The Contractor shall use a Delta analyzer or similar device to record the data for such a traffic study.

3.18 CHANGES IN SCOPE

- A. The Purchaser's/Owner's Representative may at any time, by written order, make changes within the general scope of this Contract in the work and service to be performed. If any such cases cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of this Agreement, an equitable adjustment shall be made, and the Contract modified in writing accordingly. If the Purchaser's/Owner's Representative and Contractor fail to agree upon the adjustment to be made, the Purchaser's/Owner's Representative reserves the right to solicit bids from other vendors for the performance of the additional work.
- B. When the Purchaser's/Owner's Representative removes one or more elevators named in this Contract from service in order to perform work on such elevators that is outside the scope of this Contract, the monthly payments due the Contractor and the minimum maintenance hours required to be provided by the Contractor will be reduced accordingly. The Contractor shall be notified, in writing, by letter or Contract change order, at least three (3) full working days in advance of the elevator(s) being removed from, or returned to, service. If the elevator(s) is to be removed from service for thirty (30) consecutive calendar days or less, the Purchaser/Owner will negotiate an equitable adjustment with the Contractor and make the necessary adjustments on the monthly invoice authorizing payment. If the elevator(s) is to be removed from service for more than 30 consecutive calendar days, the Purchaser/Owner will issue a modification to the Contract and negotiate an equitable adjustment in the Contract price in accordance with this Section. The period for reducing payments will begin on the effective date specified in the notice and will continue through the day before the elevator(s) is returned to covered service.

3.19 REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Agreement in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized ("Pre-approved Services") by the Purchaser's/Owner's Representative at the property, (iii) conduct any handling of Purchaser's/Owner's Confidential Information in accordance with acceptable industry professional and ethical standards, (iv) not represent to any third party that it has authority to sign, endorse or represent a contractual relationship with or in Purchaser's/Owner's name, or enter into any agreement on behalf of Purchaser/Owner in connection herewith (unless expressly pre-authorized in writing by Purchaser/Owner), (v) safeguard the physical security of Purchaser's/Owner's Confidential Information if it has access to or possession of such information, (vi) ensure that only "Authorized Representatives" of this Agreement, will have access to any of Purchaser's/Owner's Confidential Information while rendering the Services, and that it will not be

copied, or disseminated to anyone other than the Authorized Representative, and (vii) ensure that all of its employees, representatives, agents or assigns will not solicit any of Purchaser's/Owner's employees for any purpose. The parties agree that any alteration to any of the Addenda or Exhibits hereto shall be null and void, unless made in writing by mutual consent of the parties. The obligations of Contractor set forth herein shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Confidential Information is returned to whomever disclosed such information, after the date of termination or expiration of this Agreement.

3.20 DAMAGE DISCLAIMER

- A. Notwithstanding anything contained to the contrary, vendor shall not be liable for performance-based damages including penalties or liquidated damages outlined herein in excess of 100% of the annual price of this agreement at the affected location. In no event shall KONE Inc be liable for special, indirect, or consequential damages for default or delay.

3.21 TRANSITION PLAN

- A. Contractor to visit every building and perform maintenance tasks on every unit covered under this agreement within 30 days of contract signature. Updating onsite documentation and material storage as well as reprogramming of ADA phones will be required either at the same time or sooner.



In witness whereof, the parties hereto have executed this Agreement on the day and year written below. \*\*\*\*Contract will be signed by KONE upon award and mutually agreeable terms\*\*\*\*

CONTRACTOR:

KONE Inc

BY \_\_\_\_\_

TITLE \_\_\_\_\_

OWNER 

BY Frank White, Jr.

TITLE Jackson County Executive

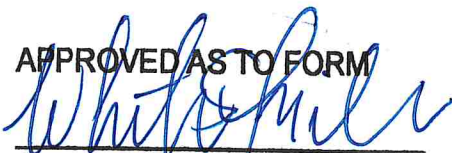
DATE: This 15 day of April 2024

WITNESS: \_\_\_\_\_

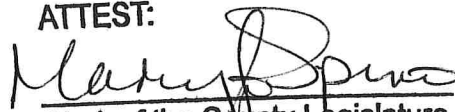
Attached and made part of this Agreement:

- Exhibit B1 - Schedule of Initial Base Hourly Rates for Contractor's Personnel
- Exhibit B2 - Unit Locations
- Exhibit B3 - Contractor's Schedule of Unit Prices & Minimum Monthly Maintenance

APPROVED AS TO FORM

  
County Counselor

ATTEST:

  
Clerk of the County Legislature

## EXHIBIT B1

### SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

P04573011	Straight Time Rate Hourly Selling Price	Premium Time Rates Hourly Selling Prices (Contractor Pays Regular Portion) (1.7)	Overtime Rates Hourly Selling Prices (2.0)
Mechanic	\$344.00	\$572.00	\$654.00
Apprentice	\$292.00	\$423.00	\$543.00
Adjuster/ Foreman	\$374.00	\$629.00	\$721.00

These prices may be adjusted annually based on the same ratio of labor rates referenced in section 1.13.D and capped at 3% per adjustment.

Hours and days of the week that the Rate applies:

\*1.7x Rate: Monday – Friday, 4:30 p.m. – 8:00 a.m. and all-day Saturday for overtime callback service.

\*\*2x Rate: Sundays and all repair crew work other than 8:00 a.m. to 4:30 p.m. Monday to Friday.

\*\*Bonus Time Rate: Differential between the straight time rate and either the 1.7 or 2.0 rates.

**EXHIBIT B2****UNIT LOCATIONS**

Property Name	Street Address	City	State	Zip Code	Contact	Phone Number	No. of Elevators
Jackson County Court House	415 E. 12 <sup>th</sup> Street	Kansas City	MO	64106	Maggie Viles	816-527-3815	10
Department of Corrections	1305 Locust Street	Kansas City	MO	64106	Maggie Viles	816-527-3815	3
Department of Corrections	1300 Cherry Street	Kansas City	MO	64106	Maggie Viles	816-527-3815	11
Department of Corrections	1315 Locust Street	Kansas City	MO	64106	Maggie Viles	816-527-3815	5
EJCCH	308 W. Kansas St	Independence	MO	64050	Maggie Viles	816-527-3815	4
Truman Courthouse	112 W. Lexington	Independence	MO	64050	Maggie Viles	816-527-3815	1
Board of Election	215 N. Liberty	Independence	MO	64505	Maggie Viles	816-527-3815	1
Fr. Osage Ed Center	107 Osage Street	Sibley	MO	64088	Maggie Viles	816-527-3815	1
Sheriff's	4001 NE Lakewood	Lee's Summit	MO	64064	Maggie Viles	816-527-3815	1
Administration Building	1300 Washington	Kansas City	MO	64105	Maggie Viles	816-527-3815	2
Prosecutor's Building	321 Lexington	Independence	MO	64050	Maggie Viles	816-527-3815	1
Health Department	3651 NE Ralph Powell Rd	Lee's Summit	MO	64064	Maggie Viles	816-527-3815	1

**EXHIBIT B3**

**CONTRACTOR'S SCHEDULE OF UNIT PRICES  
&  
MINIMUM MONTHLY MAINTENANCE HOURS**

BUILDING NAME	STATE ID	BUILDING DESIGNATION	TYPE OF UNIT	(1) MONTHLY MAINTENANCE CHARGE EACH	(2) NUMBER OF UNITS	TOTAL ANNUAL PRICE (1) x (2) x 12 MONTHS	MAINTENANCE HOURS PER ELEVATOR PER MONTH	CALLBACKS PER ELEVATOR PER MONTH
JCCH	11217	A	Gearless Passenger	801	1	9,612	2	1
JCCH	11218	B	Gearless Passenger	801	1	9,612	2	1
JCCH	11219	E	Gearless Passenger	801	1	9,612	2	1
JCCH	11220	D	Gearless Passenger	801	1	9,612	2	1
JCCH	11221	F	Gearless Service	801	1	9,612	2	1
JCCH	11222	C	Gearless Service	801	1	9,612	2	1
JCCH	11224	Penthouse	Geared Passenger	400	1	4,800	1	1
JCCH	25162	DTCH 7 <sup>th</sup> FL	Platform Lift	133	1	1,596	.33	1
JCCH	25449	DTCH 5 <sup>th</sup> FL	Platform Lift	133	1	1,596	.33	1
JCCH	26027	Div 1 – 10 <sup>th</sup> Floor	Platform Lift	133	1	1,596	.33	1
DOC	10679	1 Inmate	Geared Passenger	612	1	7,344	1	2
DOC	15686	2 Inmate	Geared Passenger	612	1	7,344	1	2
DOC	15687	3 Inmate	Geared Passenger	612	1	7,344	1	2
DOC	15690	1 Visitor	Geared Passenger	612	1	7,344	1	2
DOC	15689	2 Visitor	Geared Passenger	612	1	7,344	1	2
DOC	15688	Service	Geared Passenger	612	1	7,344	1	2
DOC Annex	9964	1 Visitor	Hydraulic	369	1	4,428	.5	1
DOC Annex	9963	2 Visitor	Hydraulic	369	1	4,428	.5	1
DOC Annex	9962	1 Inmate	Hydraulic	369	1	4,428	.5	1
DOC Annex	9961	2 Inmate	Hydraulic	369	1	4,428	.5	1
DOC Annex	9960	Service	Hydraulic	369	1	4,428	.5	1
Admin Bldg	4283	East	Geared Passenger	412	1	4,944	1	1
Admin Bldg	4284	West	Geared Passenger	412	1	4,944	1	1

Health Dept	7239	Passenger	Hydraulic	218	1	2,616	0.5	1
DOC 1315	12895	2 East Passenger	Hydraulic	369	1	4,428	0.5	1
DOC 1315	12896	3 West Passenger	Hydraulic	369	1	4,428	0.5	1
DOC 1315	12894	4 Inmate	Hydraulic	369	1	4,428	0.5	1
DOC 1315	12897	1 Judges	Hydraulic	369	1	4,428	0.5	1
DOC 1315	25212	Crim A	Platform Lift	133	1	1,596	0.33	1
DOC 1305	12915	MECO	Traction	400	1	4,800	1	2
DOC 1305	12914	ESCO	Hydraulic	369	1	4,428	0.5	1
DOC 1305	15751	Otis	Hydraulic	369	1	4,428	0.5	1
Prosecutor Building	23241	RAM MFB	Other	133	1	1,596	0.33	1
EJCCH	9966	Dover	Hydraulic	218	1	2,616	0.5	1
EJCCH	22467	Schindler/PTM	Hydraulic	218	1	2,616	0.5	1
EJCCH	22582	Garaventa	Platform Lift	133	1	1,596	0.33	1
EJCCH	22439	Garaventa	Platform Lift	133	1	1,596	0.33	1
Truman Courthouse	21589	Otis Gen 2	MRL	421	1	5,052	1	1
Board of Elections	12112	Esco	Hydraulic	118	1	1,416	0.5	1
Ft. Osage Ed Center	18501	Kone	Hydraulic	218	1	2,616	0.5	1
Sheriff's	3343	WECO	Hydraulic	421	1	5,052	0.5	1
Monthly Billing				\$17,293.00				
Totals Units					41			
Annual Billing						\$207,516.00		
Total PM Hours per Month							33.81	
Total Service Calls per Month								48

The monthly fee stated above is net of all discounts.

# Jackson County

## Premaintenance Repairs Noted on Survey

Jackson County Courthouse
Elevator #8 Montgomery – Machine leaking, rough doors
DOC Tower 1300 Cherry
Elevator #1 Inmate – Machine leaking
DOC Tower 1300 Cherry
Elevator #2 Inmate – Machine leaking
DOC Tower 1300 Cherry
Elevator #3 Inmate – Machine leaking, Guides
DOC Tower 1300 Cherry
Elevator #Service – Guides
DOC Tower 1300 Cherry
Elevator #1 Visitor – Machine leaking
DOC Tower 1300 Cherry
Elevator #2 Visitor – Machine leaking
DOC Annex
Elevator #1 Visitor – Door Operator Resister not working properly
DOC 1315 Locust
Elevator East #2 Jack Packing needed
DOC 1315 Locust
Elevator East #4 Inmate - Jack Packing needed
DOC 1305 Locust
Elevator Esco Jack Packing needed
DOC 1315 Locust
Elevator MECO Elevator is down

EJCCH

Elevator #2 Rough Doors

Sheriff's

Elevator Jack Packing needed

Health Department

Elevator Traveling cable hitting ladder, jack packing needed

**AFFIDAVIT**

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF JACKSON )

Kevin Bonham of the city of Kearney  
County of Clay State of Missouri being duly sworn on her or his oath, deposes and says:

- General Manager-Service &  
Solutions-Great Plains District (Title of Affiant) of KONE Inc. (Name of Bidder)
1. That I am the Solutions-Great Plains District (Title of Affiant) of KONE Inc. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
  2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder)
  3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
  4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2023, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
  5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
  6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
  7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
  8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

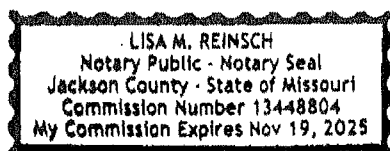
KONE Inc. (Name of Bidder)

By: K. Bonham (Signature of Affiant)  
General Manager-Service & Solutions -  
Great Plains District (Title of Affiant)

Subscribed and sworn to before me this 10th day of January, 20 24

[Signature]  
NOTARY PUBLIC in and for the County of Jackson (SEAL)  
State of Missouri

My Commission Expires: November 19, 2025







**OFFICE OF THE COUNTY AUDITOR**  
**COMPLIANCE REVIEW OFFICE**  
415 E 12TH STREET, 2ND FLOOR  
KANSAS CITY, MISSOURI 64106

(816) 881-3302  
FAX (816) 881-3340  
COMPLIANCE@JACKSONGOV.ORG  
WWW.JACKSONGOV.ORG/AUDITOR

**JACKSON COUNTY, MISSOURI**  
**MBE/WBE/VBE PARTICIPATION AFFIDAVIT**

**ITB/RFP/RFQ Number:** Invitation to Bid No. 23-055

**ITB/RFP/RFQ Title:** Elevator Maintenance Service

**Contracting Department:** Facilities Management Division of Public Works

**Respondent:** KONE Inc

I, Kevin Bonham, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above ITB/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above.

**The goals set by Jackson County, Missouri are:**

9.5 % MBE 0 % WBE 0 % VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

9.5 % MBE 0.00 % WBE 0.00 % VBE

**\*\*\*INTERNAL USE ONLY\*\*\***

CUP RECEIVED: _____	CUP APPROVED: _____
GFE RECEIVED: _____	GFE APPROVED: _____
CUP REVISED: _____	REVISION APPROVED: _____
APPROVED GOALS: _____ MBE _____ WBE _____ VBE _____ OTHER	
RES/ORD: _____	AMT AWARDED: _____
NOTES:	

## ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

### List of Intended Subcontractors:

Respondent acknowledges that it is responsible for submitting a **List of Intended Subcontractors (LIS)** prior to receiving a contract award as a result of its response to the above ITB/RFP/RFQ. This affidavit in conjunction with the LIS constitutes the **Contractor's Utilization Plan (CUP)**, which sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract. **The CUP is contractually binding and any changes to either document must follow a modification process as described below.**

### Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

### Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

*Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.*

**\*\*\*Contact the Compliance Review Office for assistance or to request forms.\*\*\***

*I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.*

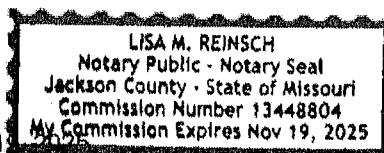
Respondent Primary Contact (Print): Kevin Bonham  
General Manager - Service & Solutions -  
Title: Great Plains District Email: Kevin.Bonham@kone.com  
Date: 11/27/2023 Phone: 816-531-2140

Signature:  Date: 11/27/2023

### NOTARIZED:

Subscribed and sworn to before me this 27th day of November, 2023.

  
Lisa M. Reinsch



My Commission Expires: November 19, 2025  
11/19/2025 JR

NOTARY PUBLIC

Attach Corporate Seal if applicable.

## **KONE STANDARD BID CLARIFICATIONS FOR SERVICE**

1. Any contract between the parties shall be subject to mutually agreeable terms and conditions.
2. The Proposal is made without regard to compliance with any special sourcing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this bid, KONE reserves the right to modify and/or withdraw its Proposal.
3. KONE's work does not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE has the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. HazMat removal or abatement is at the Purchaser's sole expense. Nothing contained within the agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.
4. Invoices are submitted directly to Purchaser. Payments are due net 30 days from invoice date. The price does not include any special billing requirements or annual increases. If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the agreement, KONE may stop work or suspend its services without penalty. Payment to KONE shall not be conditioned on any third party payments to Purchaser.
5. Notwithstanding anything to the contrary, KONE retains title and ownership of all intellectual property rights relating (whether directly or indirectly) to any materials provided by KONE, including but not limited to spare parts, components, software, firmware, drawings, manuals, technical documentation or other technical. KONE retains exclusive title over any information collected by KONE via a remote monitoring system. The title in all spare parts and/or components removed from equipment by KONE passes to KONE upon their removal. Purchaser will not use software provided by KONE, except in connection with the use and operation of the equipment.
6. Notwithstanding any other provision to the contrary, KONE shall only defend, indemnify and hold Purchaser harmless for claims, damages, losses or expenses ("Claims") due to bodily injury, including death, or tangible property damage (excluding loss of use) to the extent caused by KONE's negligent acts or omissions. KONE shall not defend, indemnify or hold Purchaser harmless for any other Claims.
7. KONE will not name any party as additional insured on its policies nor provide a waiver of subrogation. KONE will not provide loss runs or copies of its insurance policies. KONE will not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. KONE will Issue a OCPL Policy, and a sample is attached for consideration.
8. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, liquidated, or punitive damages of any kind or nature arising from or related to performance of the agreement, including without limitation, loss of profits, loss or inaccuracy of data, or loss of use damages.
9. Notwithstanding anything to the contrary, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate the agreement in its entirety upon written notice.
10. Notwithstanding anything to the contrary, there is no warranty provided on maintenance services.
11. KONE will not be responsible for upgrading any equipment to meet changes in code requirements or as may be required by insurance companies, Federal, State, or local authorities.

12. If 24/7 Connected Services is selected, Purchaser will be required to sign a separate rider adding such services with additional terms and conditions

**Additional clarifications**

Occupancy: In the event there is a credit in price based on occupancy of any building during the contract, KONE will also reduce the mandatory hours by the same percentage.

The items on the attached document entitled Pre Maintenance Repairs for Jackson County are not covered under this agreement until repaired by owner.

Existing drawings shall be provided by ownership for all buildings.

Obsolesce: KONE only agrees to the following Obsolesce language: For the purpose of this contractual contingency, component obsolescence shall be defined as the inability to purchase parts of the system no longer produced by the original equipment manufacturer or a third party after market supplier in the same form, fit or function. For example, if a drive is available, we will replace it, if it is no longer manufactured the cost of replacement upgrade or repair of the existing drive will be the responsibility of the owner as well. KONE will only charge for the difference in parts and labor.

KONE will cover labor to remove and install down Elevators due to Generator failure. Jackson County will be responsible for the cost of repair plus 10%.

Uncontrollable call outs are exempt from performance guarantees.

If for any reason the City of Kansas City cancels or reschedules an annual or 5 year test KONE will not be obligated to provide any credit or pay fees.

The parties agree that any performance penalty imposed under this agreement shall not exceed 25% of the total annual maintenance contract.

KONE does not agree to the \$5,000 Medical expense for one person, or under Excess and Umbrella with \$10,000 Retention.

Qualifications and Insurance Carriers, Item 6: "With the exception of Contractor's Excess liability insurance coverage since Contractor's Excess is provided by a Finnish company and is rated under Standard and Poor's."