

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201**

**NOTICE OF CONTRACT AWARD**

KONE Inc.	DATE ISSUED:	March 28, 2019
6901 Muirkirk Meadows Road	CURRENT REFERENCE NO:	19-223-R
Beltsville, MD 20705		Elevator and Escalator Maintenance and Repair Services
	CONTRACT TITLE:	

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE  
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 19-223-R including any attachments or amendments thereto.

**EFFECTIVE DATE:** March 28, 2019  
**EXPIRES:** November 30, 2024  
**RENEWALS:** FIVE (5) RENEWALS  
**COMMODITY CODE(S):** 29570, 29540, 29548  
**LIVING WAGE:** N  
**PROFESSIONAL SERVICES:** N

**ATTACHMENTS:**  
AGREEMENT No. 19-223-R

**EMPLOYEES NOT TO BENEFIT:**  
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE  
GENERAL PUBLIC.**

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<b><u>VENDOR CONTACT:</u></b> Bonnie Davis	<b><u>VENDOR TEL. NO.:</u></b>	<b><u>(202) 695-5914</u></b>
<b><u>EMAIL ADDRESS:</u></b> bonnie.davis@kone.com		
<b><u>COUNTY CONTACT:</u></b> Tsehay Lightfoot, DES, Facilities Management Bureau	<b><u>COUNTY TEL. NO.:</u></b>	<b><u>(703) 228-7593</u></b>
<b><u>COUNTY CONTACT EMAIL:</u></b> tlightfoot@arlingtonva.us		

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 19-223-R**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between KONE Inc. ("Contractor"), a Delaware corporation with a place of business at 6901 Muirkirk Meadows Road, Beltsville, MD 20705, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"), which is incorporated herein by reference, Exhibit A "National Pricing", Exhibit B EV2516 Attachment D "Scope of Services" and Exhibit C "Arlington County's Elevators & Escalators List and Price" together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by City of Kansas City and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with City of Kansas City, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase "City of Kansas City" or "Kansas City" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County and shall be completed no later than November 30, 2024 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if City of Kansas City renews their agreement identified in above, the County may elect to renew this Agreement under the same contract unit prices for not more than five (5) additional twelve (12) month periods from December 1, 2024 to November 30, 2029 ("Subsequent Contract Term"). However, if City of Kansas City does NOT renew their agreement identified in above, this Agreement shall automatically expire on the date of the contract expiration date.

**3. CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A and/or Exhibit C for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

**4. PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

**5. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide elevator and escalator maintenance, repair, modernization and new construction for all departments and activities of Arlington County to provide a ready “as required” source for the items listed.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

**6. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

**7. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

**8. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

**9. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

**12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**13. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, but only to the extent they are resulting from, arising out of, or in any way connected with the Contractor's negligent acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section,

the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred, and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

**14. RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

**15. DISPUTE RESOLUTION**

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

**16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**17. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

**18. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Bonnie Davis  
KONE, Inc.  
6901 Muirkirk Meadows Road  
Beltsville, MD 20705

**TO THE COUNTY:**

Tsehay (Chioma) Lightfoot, Project Officer  
FACILITIES MANAGEMENT BUREAU  
1400 N. Uhle Street, Suite 601  
Arlington, Virginia 22201

**AND**

Sharon T. Lewis, Purchasing Division Chief  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500A  
Arlington, Virginia 22201

**19. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**20. INSURANCE REQUIREMENTS**

- A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self- Insured Retention.
  - 1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests · Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit
    - d. No Contractual Liability Limitation Endorsement
    - e. An Owners and Contractors Protective Liability Policy (OCPL).
  - 2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:  
Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:  
\$500,000 disease-policy limit

\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an " each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as

to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000

- B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as Named Insureds on the OCPL for the services performed under this Contract and maintain products and completed operations coverage for the duration of this Agreement. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Virginia to do business in Virginia.
- D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the County pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.
- E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to County within ten (10) days after written request.

**21. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

KONES, INC.



DocuSigned by:  
*Sharon Lewis*  
C4DE3DF7EC1D421...

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: SHARON T. LEWIS  
TITLE: PURCHASING AGENT  
3/28/2019

DATE: \_\_\_\_\_



AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME AND  
TITLE: Jay Dietz - Senior Vice President

DATE: 3-28-19

KONE Opp# 8911426

**EXHIBIT A  
National Pricing**

<b>REQUEST FOR PROPOSAL NO. EV2516</b>	<b>CONTRACTOR COMPANY NAME: <u>KONE Inc.</u></b>
<b>Exhibit 3 - NATIONAL PRICING</b>	
<b>PREVENTATIVE MAINTENANCE</b>	
ALL RATES SHOWN ARE NOT TO EXCEED RATES	
INSTRUCTIONS:	
Contractor shall list all pricing components and the percentage of total cost for each element to include furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as specified in the Request for Proposal.	
<b>PRICING COMPONENT</b>	<b>PERCENTAGE OF TOTAL COST</b>
Parts	15%
Labor	60%
Overhead and Profit	25%
<i>List all other pricing elements</i>	

<b>REQUEST FOR PROPOSAL NO. EV2516</b>	<b>CONTRACTOR COMPANY NAME: <u>KONE Inc.</u></b>	
<b>Exhibit 3 - NATIONAL PRICING</b>		
<b>MATERIALS AND PARTS MARK-UP</b>		
ALL RATES SHOWN ARE NOT TO EXCEED RATES		
INSTRUCTIONS:		
1. Contractor is to provide its mark-up for materials and parts for repairs, upgrades and modernization.		
<b>IUEC LOCAL UNION NO</b>	<b>CITY/CITIES AND SURROUNDING AREAS</b>	<b>PERCENTAGE MARK-UP FOR MATERIALS AND PARTS</b>
1	New York, NY, Newark, NJ	10% Profit - 15% Overhead from List
2	Chicago, IL	10% Profit - 15% Overhead from List
3	St. Louis, MO & Evansville, IN	10% Profit - 15% Overhead from List
4	Boston, MA & Portland, ME	10% Profit - 15% Overhead from List
5	Philadelphia, PA	10% Profit - 15% Overhead from List
6	Pittsburgh/Erie/Wheeling	10% Profit - 15% Overhead from List
7	Baltimore, MD	10% Profit - 15% Overhead from List
8	San Francisco, CA	10% Profit - 15% Overhead from List
9	Minneapolis/Duluth, MN	10% Profit - 15% Overhead from List
10	Washington, D C	10% Profit - 15% Overhead from List
11	Cincinnati, OH	10% Profit - 15% Overhead from List
12	Kansas City, MO & Wichita, KS	10% Profit - 15% Overhead from List

**EXHIBIT A  
National Pricing (cont.)**

REQUEST FOR PROPOASL NO. EV2516											CONTRACTOR COMPANY NAME: <u>KONE Inc.</u>				
Exhibit 3 - NATIONAL PRICING															
HOURLY RATES - October 2018 - December 2019															
ALL RATES SHOWN ARE NOT TO EXCEED RATES															
INSTRUCTIONS:															
<p>1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.</p> <p>2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.</p> <p>3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.</p> <p>4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.</p>															
LOCATION				POSITION											
				2019 LICENSED MECHANIC			2019 MECHANIC HELPER			2019 Adjuster			<i>List other positions that my be used and the hourly rates. Add additional columns as necessary.</i>		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAY	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAY	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS		
10	Washington, D C	\$ 189.78	\$ 322.62	\$ 379.56	\$ 161.14	\$ 273.93	\$ 322.28	\$ 206.39	\$ 350.86	\$ 412.77					

## ATTACHMENT B

**Attachment D: Scope of Services City of Kansas City/U.S. Communities Master Agreement #EV2516****Overview**

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled and will provide an annual written condition report covering each piece of equipment.

1. Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
2. In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
3. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
  - a) Contractor shall proceed with work when so requested and work continuously and diligently until completed.
  - b) Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
  - c) Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
  - d) Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
  - e) Non-Emergency - Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.
  - f) City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
  - g) Contractor shall perform any and all work requested by City.
  - h) Conferences will be held at the request of City or Contractor.
  - i) The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.



4. OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.
5. For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to, or undue interference with, the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.
6. If any maintenance deficiencies are identified during the term of the agreement, KONE will work with Owner/Agency under the terms of the agreement to rectify in a timely manner. Contractor warrants and guarantees to the City that all equipment and materials to be furnished under this agreement are free from all defects in workmanship and materials. Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at Contractor's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this agreement which are or become defective due to such defects within twelve (12) months after new equipment accepted by customer, and 90-days from repair work completed by contractor.
7. If Owner/Agency elects to have a third party perform services on equipment covered under the Agreement, purchaser must promptly notify KONE in writing and provide KONE an opportunity at its own cost to inspect the equipment to ensure compliance with KONE and Industry Standards. Should it be determined that re-work, different or additional work is required, such work will be at purchasers cost. Owner/Agency waives all claims against KONE directly related to a third party's performance of services.
8. Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.
9. Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

**Maintenance and Modernization Services to be Performed**

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1. The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
  2. Services shall include, but are not limited to:
    - a) Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
    - b) Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on an as-needed basis.
    - c) Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
    - d) Provide all necessary equipment and supplies.
      - i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.
      - ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.
      - iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.
      - iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.
  3. Contractor shall provide a list of planned PM service visits if requested by customer/agency. This list will include the equipment and specific maintenance modules that are scheduled to be performed no less than 1 month in advance of the scheduled PM service visit. If additional schedule requirements are required, KONE will work with said agency locally on a mutual agreeable arrangement.
  4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing



each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.

5. KONE will conduct a survey of customer's equipment prior to taking on any piece of equipment when awarded a new contract from our competition by a participating public agency. We will also work with the agency in coordinating an Asset Management Plan that identifies existing condition and state of equipment, recent and upcoming code changes, advancements in technology, and improvements that can be made in ride quality for their customers over a 5-year period.
6. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.
7. In addition, the following scenarios provide a billable call and will be billed in minute long increments:
  - a) Technician answers the trouble call to find the elevator keyed off in some manner by the building (independent service, fire service, etc.).
  - b) Technician answers a call outside his normal maintenance to replace a light bulb in the elevator fixtures.
  - c) Technician answers a call to find debris in the elevator door sill causing the elevator malfunction.
  - d) Technician answers a call to find the elevator doors are timed out due to passengers holding the doors open too long and/or because the elevator infrared edge is dirty.
  - e) Special requests for services to be performed on overtime.
  - f) Code, insurance or local code authority required changes or additional testing required that happen during the contract period.
  - g) Callouts – running on arrival where no technical issues are found (false alarms).

#### Class "A" Complete Preventative Maintenance

1. Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

#### 1. HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibbs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

## 2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibbs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

## 3. ESCALATORS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

## 4. WALKWAYS (Class "B" Coverage)

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

## 5. WHEELCHAIR LIFT (Class "B" Coverage)

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

## 6. CHAIR LIFT (Class "B" Coverage)



Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

#### **7. PLATFORM LIFT (Class "B" Coverage)**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

#### **8. DUMBWAITERS (Class "B" Coverage)**

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid 'state devices, and contactors.

#### Class "B" Examination, Oil and Grease Service

1. Refer to previous applicable descriptions of work and materials required.
2. Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.
3. Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.
4. All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

#### Modernization

1. Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to

better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

2. Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
3. Any retained components are to be examined, cleaned, and adjusted as necessary.
4. Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
5. City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
6. Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

#### Work Sequence

1. Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

#### Emergency Call Back Services

1. The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:
  - a) Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
  - b) Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

2. "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention immediately or before the contractor's next scheduled preventative maintenance visit.
3. Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
4. Contractor will, at no additional charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance.
5. The City will pay for emergency call back services in accordance with the rates set forth in Attachment 1.
6. Any repeat call backs for the same elevator problem will not be paid for by the City.

#### Records

1. The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.
2. Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
3. City and any Participating Public Agency can access work order summaries through the KONE Online Portal. In addition, automatic email notifications can be provided upon request.
4. Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
5. At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.
6. Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.
  - a) The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
  - b) Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.
7. In addition to phone service requests, Supplier shall provide an online service to allow City direct access to KONE Online from a personal computer. The Supplier shall provide instructions and

training on how to use the system. KONE offers KONE Care Center 24/7, KONE Online, KONE Mobile and Automatic email notification to assist in placing and monitoring service calls to communicate with all customers. After a service call is placed or registered via KONE Online, Service Center Agents can provide the most up to date ETAs. Our KONE Mobile app provides a notification when technicians arrive, complete work and depart your site.

8. At a minimum, the Supplier's online system will be able to provide the following:
  - a) 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
  - b) Mean Time Between Callback data on a per property and per unit basis
  - c) 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
  - d) Local sales representative and superintendent contact information.
  - e) Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually).
  - f) Indicate if equipment has remote monitoring.
  - g) Data shall be able to be downloaded in to excel or pdf format,
  - h) Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

#### Contractor Responsibilities

1. Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
2. Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
3. Supply all personnel, equipment, supplies, and services to complete the requested project.
4. Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
5. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
6. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
  - o Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
  - o Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
  - o Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.



- o At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
  - o The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
  - o All communications given to or received from the superintendent shall be binding on Contractor.
  - o If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
7. All materials shall be of good quality as provided in the Contract documents.
- o All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
  - o If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
  - o All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

#### Site Inspections

1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
2. The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

#### Authorization to Work

##### 1. Work Orders

- a) Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
- b) If Contractor determines the maintenance work order will exceed \$5,000, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:
  - i. Include this Contract Number.
  - ii. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
  - iii. Include proposed number of Calendar Days required to complete the ordered work.
- c) Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.

- d) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

2. Emergency Work

- a) Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
- b) If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling \$5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
- c) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

3. Not-To-Exceed Proposals

- a) Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

4. Stop Work Orders

- a) The City reserves the right to verbally order that all work cease on a project at any time.
- b) The individuals authorized to issue verbal work stop orders are:
  - City's representative
  - City Risk Manager
  - The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

1. The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
2. The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.

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3. Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

#### Rental Equipment

1. Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
2. Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

#### Use of Site

1. During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
2. Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
3. Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
4. Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
5. The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
6. Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
7. During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.
8. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
9. Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
10. Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

#### Labor Compensation

1. Hourly rate will be paid to the Contractor for each workman while on the job site only. US Communities participating agencies will not be expected to pay additional travel expenses (i.e. mileage, fuel, vehicle expense, etc.) outside of the standard hourly billing rates provided. For work



not covered under the Agreement, the travel time will be charged based on the hourly billing rate schedule – billed portal to portal for actual travel time per IUEC (International Union of Elevator Contractors).

2. For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
3. The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
  - o Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
  - o Service trucks and all related expenses.
  - o Normal expendables
  - o General Conditions including Insurance and Bonds
  - o Office expenses
  - o Profit and other overhead

#### Invoices

1. Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
2. Invoices must include but not be limited to the following information:
  - o Work/Task Order Number if applicable.
  - o Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
  - o Total hours worked by each trade and applicable hourly wage rate bid.
  - o Invoices will include breakout of material expenses and labor.
  - o Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
  - o Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

#### Airport Security Requirements

1. Contractor shall comply with all airport security requirements at those locations.
2. Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a \$35.00 fee for each employee for fingerprinting and background processing and a \$100.00 security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.
3. Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any



federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), TSA Security Guidelines for General Aviation Airports, and Aviation Department Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

#### Inspections, Tests and Reports

1. Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.
2. Testing of all safety devices and governors shall be completed as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
3. The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing should be performed during normal business hours.
4. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier shall not be held responsible for any damage to the building and equipment caused by the test, unless such

damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Supplier.

5. Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.

### **EXCLUSIONS**

The following are excluded from the scope of services:

#### **A. GENERAL**

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall 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"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, 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. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal

**B. ELEVATOR & Dumbwaiters**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

**C. ESCALATOR AND POWERWALK**

1. Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

**OBSOLESCENCE**

Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, such component has been installed 20 or more years, or any reputable third party parts provider no longer supports or has available in stock in the same form, fit and equivalent operation/function. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.



ATTACHMENT C  
 Arlington County's Elevators & Escalators List and Price

**ATTACHMENT B—2019 US COMMUNITITES  
 ( ARLINGTON COUNTY )**

Equipment Nr	BUILDING NAME	MONTHLY BILLING	Equipment numbers
	Total Building 1		
1	THIRD STREET	\$198	n/a
2	BARCROFT	\$198	n/a
3	EQUIPMENT BUREA	\$198	n/a
4	TRADE CTR PARKING	\$198	n/a
5	WETA	\$198	n/a
6	MADISON	\$198	n/a
7	INDEPENDENCE HOUSE	\$436	43518957
8	COURTS SQ	(\$443.00)	n/a-MOD
9	COURTS SQ	\$443.00)	n/a-MOD
10	ARLINGTON ARTS CENTER	\$340	43519101
11	BUCK II	\$340	43519203
12	BUCK II	\$340	43519217
13	CENTRAL LIBRARY	\$340	43519228
14	CENTRAL LIBRARY	\$340	43519237
15	CENTRAL LIBRARY	\$340	43519330
16	FIRE #4 ADMIN	\$340	43540431
17	ARLINGTON ARTS CENTER	\$340	43519132
18	PRCR ADMIN	\$340	43519352

19	PRCR ADMIN	\$340	43519362
20	LEE COMMUNITY CTR	\$340	43519376
21	GEORGE MASON	\$340	43519411
22	DREWERY	\$340	43519418
23	PRC	\$340	43519352
24	SHIRLINGTON LIBRARY	\$424	20231948
25	SHIRLINGTON LIBRARY	\$424	20231949
26	ARLINGTON MILLS	\$424	20340418
27	ARLINGTON MILLS	\$424	20340419
28	ARLINGTON MILLS	\$424	20344509
29	FIRE STATION #3	\$424	20309418
30	BUCK IV	\$424	43519457
31	THOMAS BLDG	\$424	43524615
32	THOMAS BLDG	\$424	43524621
33	2020A-THOMAS BLDG	\$340	43524624
34	2020A-THOMAS BLDG	\$340	43524628
35	ART BUS	\$424	42421365
36	CENTRAL LIBRARY	\$340	43519334
37	METRO ACCESS TUNNEL	(\$340.00)	N/A/MOD
38	METRO ACCESS TUNNEL	(\$340.00)	N/A/MOD
39	HEAD START	(\$340.00)	N/A/MOD