



**U.S. Communities Contract # GENRL-EV2516**

**Exhibit 4**

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1<sup>st</sup>, 2018)**

The parties hereby agree to be bound to the Terms and Conditions of the 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”). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

Date: April 17, 2023

**PROPOSED UNITS & EQUIPMENT PRICING:  
Judicial Tower Dispatch and Fixture Change  
556 North McDonough Drive, Decatur, GA**



The following 2023 rates will be utilized for any additional work requested outside the modernization scope of work.

IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	Premium Portion (.7)	SUNDAYS/HOLIDAYS
32	Atlanta/Savannah, GA - MECHANIC	\$ 198.15	\$ 336.86	\$ 138.71	\$ 396.30
32	Atlanta/Savannah, GA – HELPER	\$ 169.25	\$ 287.72	\$ 118.47	\$ 338.50
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	PERCENTAGE MARK-UP FOR MATERIALS AND PARTS			
32	Atlanta/Savannah, GA	10% profit and 15% overhead from list			

**Price Summary:**

Scope of Work	Price
<b>Base Modernization Bid</b>	<b>\$198,005.72</b>
<b>Alternate #1 – KONE retains material being removed.</b>	<b>Deduct: \$17,500.00</b>
<b>Total with Alternate 1 Included</b>	<b>\$180,505.72</b>

**Detailed Pricing Breakdown:**

US Communities Base Bid Modernization	Hours/Cost	Rate	Sell
<b>Regular Time Mechanic</b>	<b>68 Hours</b>	<b>\$198.15</b>	<b>\$13,474.20</b>
<b>Regular Time Helper</b>	<b>68 Hours</b>	<b>\$169.25</b>	<b>\$11,509.00</b>
<b>Overtime Premium Mechanic</b>	<b>0 Hours</b>	<b>\$138.71</b>	<b>\$0.00</b>
<b>Overtime Premium Helper</b>	<b>0 Hours</b>	<b>\$118.47</b>	<b>\$0.00</b>
<b>Subcontract Work</b>	<b>N/A</b>		
<b>Material inclusive of Tax</b>	<b>\$19,382.00</b>	<b>10%+15%</b>	<b>\$24,518.23</b>
<b>Total Per Unit</b>			<b>\$49,501.43</b>
<b>Quantity of Units</b>			<b>4</b>
<b>Total for 4 Units</b>			<b>\$198,005.72</b>



**APPLICABLE LAW**

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Georgia.

**PAYMENT TERMS**

Payments are due 30 days from invoice date, based on work progress as follows:

- A. Customer agrees to pay thirty percent (30%) of the Agreement amount including any accepted options and/or alternates upon acceptance of this Agreement.
- B. Monthly progress billings may be issued by KONE to cover labor expended and materials stored on or off site during the month.
- C. Customer agrees to pay the amount of any tax imposed by any existing law, or by any enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein.
- D. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. Simple interest at 1.5% per month will be charged on amounts not paid when due. In the event of default on the payment provisions herein, Customer agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs in connection therewith, and all prejudgment interest.

**PROPOSED MODERNIZATION SCOPE OF WORK:**

The KONE solution offered is based on the following design information:

**Passenger Elevator Technical Equipment Data**

<b>Equipment-No.</b>	#1, #2, #3 and #4 Passenger Elevators
<b>Rated Load</b>	3500 LBS
<b>Rated Speed</b>	350 fpm
<b>Travel Height</b>	~120'
<b>Number of floors</b>	#1 - 10 Stops, #2-4 – 9 Stops
<b>Code Year</b>	2013 ASME Code

The KONE solution offered comprises design, manufacturing, supply and installation of following unit(s). Besides the technical specification we would highlight the key inclusions mentioned below.

**Offered Components**

**Control System Change from Destination Dispatch to Conventional Dispatch** Provide necessary software and program changes to existing destination dispatch system to convert to a conventional dispatch system with pushbuttons in the elevator cab and in the lobbies.

Install required floor and controller option boards to accomodate conventional fixtures.

**Car Signalization** New main and auxilliary swing car operating panels shall be provided to match existing function and aesthetic.

Car operating panel will be of stainless steel construction with a #4 brushed finish to match existing design and metal finishes.

Car operating panel will LED buttons of metal construction with #4 brushed stainless finish, digital position indicators, ADA



**Hall Signalization**

emergency phone, emergency lighting with backup battery, and all fire service and independent service features as required by current 2016 code being enforced.

Fire service devices shall be located behind a locked fire compartment, which is located directly under the position indicator. A fire hat jewel shall be located on the COP below the fire compartment and illuminates when in use. Fire service instructions shall be located on the back of the compartment door.

Additional features such as independent service, hoist way access enable, emergency light test, fan on/off/speed, run/stop switch shall be included behind an additional locked compartment. Car operating panel shall contain provisions for card reader access provided by others.

Hall Stations: New conventional (up / down pushbutton) hall pushbutton stations will be provided at the required landings. The momentary pressing of the designated direction of travel button will call the elevator to that landing. A second riser will be installed of hall pushbutton stations. Hall fixtures will be a surface mount design style. Finish will match existing. A communication failure device will be provided per code.

Hall Lanterns: Hall lanterns will be provided at the required landings. Lanterns will be equipped with LED lights and chime/gong assemblies. Lanterns to be located in place of existing elevator identifiers.

Jamb Braille: Remove existing alphabetical braille from elevator entrances. Retain existing numerical floor number braille.

**Other items**

If not specifically included above, all other items will be retained "as is". If during the course of the project a deficiency be found, a separate proposal will be provided for repair or replacement.

**Submittals / Layouts**

Included Layouts for Approval, Mechanical Layout for Machine Room for Reference, Fixture Layouts for Approval

**Project Schedule**

Mutually agreeable project schedule will be determined at time of proposal acceptance.

Field Surveys / Engineering: 3-4 Weeks

Customer Approvals: 1-2 Weeks

Current Manufacturing: 8 Weeks after Approvals.

Installation 8 Weeks Total (2 Weeks per Elevator)

**Warranty Maintenance**

Our proposal includes a 1 years parts and workmanship warranty. Our proposal does not include maintenance on this capital expenditure project. Existing service agreement will remain in place.



The following are alternates for your review and consideration:

Alternate #1 – KONE to provide deductive price of \$17,500 to retain existing components that will be removed during this scope of work.

**Tender Approval  
ACCEPTANCE**

Service Agreement Effective Date: 03/01/2019

The parties to this modernization agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

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(Signature)

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(Print Name)

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(Print Title)

Date: \_\_\_ / \_\_\_ / \_\_\_

Respectfully submitted,  
**KONE Inc.**

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(Submitted By)

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(Approved By) Authorized Representative

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(Title)

Date: \_\_\_ / \_\_\_ / \_\_\_

### Clarifications

Our proposal is based on the following clarifications:

- Contract terms between KONE Inc. and Owner shall be based on our Proposal and Attachments. (See Attachment “A” and “B”)
- All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Owner’s responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
- The existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
- Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades’ failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
- Proposal includes a standard one-year parts warranty.
- The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify owner and recommend an alternate design or other changes.
- In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
- Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Owner’s approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to owner with recommendations and cost for corrective action.
- Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE’s work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations 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, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer 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 ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer’s sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos 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.
- If required by Owner, Owner shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.

**Bid Attachment "A"**  
**Additional Terms and Conditions**

The parties agree to be bound by the terms and conditions contained in the Proposal, together with the terms and conditions contained herein. No amendment or other change to this Proposal is binding on KONE. KONE shall not order or release equipment for manufacturing prior to execution of a contract by both parties

**SPECIAL PURCHASING REQUIREMENTS**

This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our proposal.

**VALIDITY OF QUOTATION**

Proposal scope, pricing, and terms are subject to review and change without notice prior to final contract execution by a KONE Corporate Officer. No representation is made that the proposal complies with all or part of any request for quotation, third party specification, or other document.

**WORK AND SERVICES NOT INCLUDED**

The Proposal is exclusive of all preparatory work, civil works, and all materials and services other than those clearly specified. This proposal specifically excludes any additional costs associated with concealed or subsurface conditions. Wiring and conduit outside of the hoistway and machine room are not included. The installation, maintenance, and the operating costs of the phone line for monitoring services shall be borne by the Customer.

**PRICE**

Under no circumstances shall KONE be responsible for labor and material cost adjustments resulting from project delays which extend beyond the end of the current calendar year. This amount and/or extensions of time shall only be adjusted by properly approved change orders indicating related modifications to the scope of work and/or to the terms and conditions.

**INSTALLATION**

The work shall be performed during regular I.U.E.C. working hours and days, Monday to Friday, statutory holidays excluded. Any changes in the progress schedule with respect to the sequence, acceleration or duration of work shall be mutually agreed upon.

If overtime work is mutually agreed upon and performed, the additional price for such work shall be added to the Proposal price at KONE's standard overtime rates. KONE will not commence overtime work without an executed change order.

If the installation work and final acceptance cannot be performed in an uninterrupted manner for any reason beyond KONE's control, the Customer shall provide storage and protect the supplied equipment at the Customer's risk and cost and separately compensate KONE for any costs caused by such delay including, but not limited to, double handling of equipment.

KONE will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others and behave in an appropriate manner while on site.

**PROPERTY RIGHTS**

The delivered material shall remain the property of KONE and KONE shall retain title thereto until final payment is made, with the right to take repossession of the same at the cost of Customer if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage, or lease of the premises.

The proprietary rights to any drawings, technical documentation or other intellectual property, shall remain solely with KONE. Any software delivered shall remain the property of KONE or the respective supplier. The software supplied with your elevator is licensed to you or your successors but only for use with, and for the operation of this elevator. Use of such software for any other purpose is prohibited. KONE will not supply any additional information such as internal KONE manuals, manufacturing drawings or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Additions") which we may use or install to deliver maintenance service under this Agreement remains KONE's property, solely for the use of our employees. Additions are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the KONE Additions at our expense.

#### **OCCUPATIONAL HEALTH & SAFETY**

We agree to abide by Owner's or Contractor's Safety Policy as long as the policy is not in conflict with KONE's Safety Policy. KONE agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on KONE because of your acts or omissions or anyone employed by you shall be borne by you.

Customer agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by KONE, KONE reserves the right to discontinue work until such unsafe conditions are corrected.

It is agreed and understood that KONE is not responsible for damages, either to vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

#### **MISCELLANEOUS**

Customer agrees that in the event this Agreement is terminated by Customer prior to the completion of the work, Customer will pay all costs incurred as of the date of cancellation plus 30% of the Agreement value as cancellation fees to compensate KONE for lost profit, overhead, and other cancellation expenses.

This Agreement may be terminated for default provided that KONE is first allowed a reasonable time, upon receipt of written notice, to commence and continue to cure a deficiency.

**It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void. The acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement and shall prevail over and supersede any terms and conditions contained in any documents provided by the Customer. Any changes to this Agreement must be made in writing and signed by both parties.**

**Bid Attachment “B”**  
**Site Requirements / Work by Other Trades**

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others.

**Purchaser shall provide the following unless specifically included in KONE’s Work (See Alternate #2):**

**Electrical**

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified
- If required by building code, standby/emergency power , sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

**Machine Room**

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

**Hoistway**

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.



- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42" above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.).
- Elevator hoistway ventilation to the outside atmosphere as required by building code.

#### **Fire Service**

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12" of each sprinkler head.

#### **Access Integration/Security**

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

#### **Counterweighting**

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

#### **RK1 Fuses and Circuit Breakers**

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

#### **General**

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.

- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.