



Attachment A

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Services, repair or modernization under the U.S. Communities Program utilizing the Terms and Conditions of the City and County of Denver Master Contract

(Reference GENRL-201414653-00 dated April 1st, 2014)

PROPOSED UNITS & EQUIPMENT PRICING:

Location	Equipment Description	Manufacturer	Serial #	Monthly Price*	Pre-Existing Conditions**
Trinity Parking Deck	Passenger Elevator #1	Otis	390134	\$148.95/month	Annual test overdue; scraping in hoistway
Trinity Parking Deck	Passenger Elevator #2	Otis	380134	\$148.95/month	Annual test overdue; scraping in hoistway
Judicial Tower	Passenger Elevator #1A	Otis	510616	\$297.90/month	Annual and Five Year test overdue
Judicial Tower	Passenger Elevator #1B	Otis	510617	\$297.90/month	Annual and Five Year test overdue
Judicial Tower	Passenger Elevator #2A	Otis	510618	\$297.90/month	Annual and Five Year test overdue
Judicial Tower	Passenger Elevator #2B	Otis	510619	\$297.90/month	Annual and Five Year test overdue
Judicial Tower	Inmate Elevator #3	Otis	510620	\$297.90/month	Annual and Five Year test overdue
Judicial Tower	Judges Elevator #4	Otis	510622	\$297.90/month	Annual and Five Year test overdue
Judicial Tower	Inmate Elevator #5	Otis	510621	\$297.90/month	Annual and Five Year test overdue
Admin Tower	Passenger Elevator #1	Otis	270813	\$297.90/month	Annual and Five Year test overdue; overhead machine leaking
Admin Tower	Passenger Elevator #2	Otis	280813	\$297.90/month	Annual and Five Year test overdue; overhead machine leaking
Admin Tower	Passenger Elevator #3	Otis	290813	\$297.90/month	Annual and Five Year test overdue; overhead machine leaking
Admin Tower	Passenger Elevator #4	Otis	300813	\$297.90/month	Annual and Five Year test overdue; overhead machine leaking
Malooof Admin	Passenger Elevator #1	Thyssen	BCP064	\$297.90/month	Overhead machine leaks
Malooof Admin	Passenger Elevator #2	Thyssen	BCP065	\$297.90/month	Overhead machine leaks
Malooof Annex	Wheelchair Lift	Unknown	Unknown	\$74.48/month	
Historical Courthouse	Passenger Elevator	Otis	158129	\$297.90/month	Annual and Five Year test overdue; ropes are rusty
Historical Courthouse	Dumbwaiter	Atlas	4646	\$74.48/month	Unit is out of service
Decatur Library	Passenger Elevator #1	Thyssen	FDW411	\$148.95/month	Annual test overdue; keyed button is broken
Decatur Library	Passenger Elevator #2	Thyssen	FDW412	\$148.95/month	Annual test overdue
Decatur Library	Dumbwaiter	Matot	22474	\$74.48/month	Unit is out of service
Decatur Library	Wheelchair Lift	Porchlif	Unknown	\$74.48/month	
Richardson Health Center	Passenger Elevator #1	Montgomery	CT70698	\$297.90/month	Governor rope needs shortened; PI out; overhead machine leaks; five year test overdue
Richardson Health Center	Passenger Elevator #2	Montgomery	CT70699	\$297.90/month	Five year test overdue; overhead machine leaks
Vinson Health Center	Passenger Elevator	Dover	EJ8774	\$148.95/month	Annual test overdue
Public Safety Building	Passenger Elevator #1	Thyssen	FBD969	\$148.95/month	Annual test overdue

Public Safety Building	Passenger Elevator #2	Thyssen	FBD970	\$148.95/month	Annual test overdue
Public Safety Building	Passenger Elevator #3 Rear	Montgomery	CP92118	\$148.95/month	Annual test overdue
Public Safety Building	Passenger Elevator #4 Rear	Montgomery	CP92119	\$148.95/month	Annual test overdue; power unit leaking
Public Safety Building	Stairclimber	Garaventa	69032	\$74.48/month	
State Traffic Court	Passenger Elevator	US Elevator	28767	\$148.95/month	Annual test overdue
State Traffic Court	Dumbwaiter	Matot	23890	\$74.48/month	Door chain broken
Juvenile Justice Center	Passenger Elevator #1	Schindler	C6307-01	\$297.90/month	Five year test overdue; no sim card; software must be at least v2.18
Juvenile Justice Center	Passenger Elevator #2	Schindler	C6307-02	\$297.90/month	Five year test overdue; no sim card; software must be at least v2.18
Juvenile Justice Center	Service Elevator #3	Schindler	C6307-03	\$297.90/month	Five year test overdue; no sim card; software must be at least v2.18
Juvenile Justice Center	Inmate Elevator #4	Schindler	C5917-04	\$148.95/month	
Juvenile Justice Center	Judges Elevator #5	Schindler	C5917-05	\$148.95/month	
Juvenile Justice Center Parking Deck	Parking Deck Elevator #1	Schindler	A3552-01	\$148.95/month	Annual test overdue
Juvenile Justice Center Parking Deck	Parking Deck Elevator #2	Schindler	A3552-02	\$148.95/month	Annual test overdue
Central Sanitation	Passenger Elevator	Thyssen	EX5661	\$148.95/month	
Porter Sanford Performing Art Center	Passenger Elevator	Thyssen	EY3353	\$148.95/month	
Exchange Recreation Center	Passenger Elevator	VMI	006175	\$148.95/month	Annual test overdue
Fleet Maintenance	Stairclimber	Garaventa	7785	\$74.48/month	
Snapfinger WTP	Passenger Elevator	Dover	E60912	\$148.95/month	Annual test overdue
Snapfinger WTP	Freight Elevator	Dover	E60911	\$148.95/month	Annual test overdue; oil leak
Central Senior Center	Passenger Elevator	Thyssen	EBX322	\$148.95/month	
Dekalb Human Service Center	Passenger Elevator	US Elevator	34-100-14172	\$148.95/month	Annual test overdue
West Dekalb Mental Health Center	Passenger Elevator	Montgomery	CP93301	\$148.95/month	
North Dekalb Health Center	Passenger Elevator	Otis	455306	\$148.95/month	
Peachtree Dekalb Airport	Stairclimber	Garaventa	94-438-35	\$74.48/month	Unit is wrapped in caution tape; appears to be out of service
Brookhaven Library	Passenger Elevator	Amtech	960583-1	\$148.95/month	
Callanwolde	Mansion Elevator	VMI	004281	\$148.95/month	
Callanwolde	Resort Elevator	Thyssen	EY7768	\$148.95/month	
Fire Rescue HQ	Passenger Elevator #1	W-House	178822	\$297.90/month	Annual and Five Year test overdue; PI out
Fire Rescue HQ	Passenger Elevator #2	W-House	178822	\$297.90/month	Annual and Five Year test overdue; unit out of service
Fire Rescue HQ	Service Elevator	Dover	EF1060	\$148.95/month	Annual and Five Year test overdue; alarm bell not working; slide guides laying in pit
Police HQ	Passenger Elevator #1	W-House	178821	\$297.90/month	Annual and Five Year test overdue; unit out of service
Police HQ	Passenger Elevator #2	W-House	178820	\$297.90/month	Annual and Five Year test overdue
Police HQ	Service Elevator	Dover	EE9520	\$148.95/month	Power unit pan full of oil
Tucker Police Precinct	Passenger Elevator	Schindler	03026-01	\$148.95/month	Annual test overdue
Scott Candler WTP	Passenger Elevator	Schindler	A4663-01	\$148.95/month	
Scott Candler WTP	Freight Elevator	VMI	003581	\$148.95/month	Unit out of service
Lou Walker Senior Center	Passenger Elevator	Schindler	G3911-01	\$148.95/month	Annual test overdue
Redan Recreation Center	Passenger Elevator	CEC	7044	\$148.95/month	Annual test overdue
Dekalb Art Station	Lift	Inclinators	E147714	\$74.48/month	
TOTAL MONTHLY PRICE FOR ALL EQUIPMENT				\$12,437.37/month	

PROPOSED SCOPE OF WORK:

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. Maintenance visit frequency is also listed below by equipment type. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

Traction elevators: six (6) preventative maintenance visits per year

Hydraulic elevators: four (4) preventative maintenance visits per year

Wheelchair lifts/LULA: two (2) preventative maintenance visits per year

Dumbwaiters: two (2) preventative maintenance visits per year

Stair climbers: two (2) preventative maintenance visits per year

HYDRAULIC ELEVATORS/LIFTS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

POWER UNIT

Pump, motor, valves, and all related parts and accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

CAR EQUIPMENT

All elevator control system components on the car.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment and buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

TRACTION ELEVATORS/LIFTS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

ROPES

Hoist ropes, governor ropes, and compensation ropes.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

TESTS

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; 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 direct control.

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.

OBSOLESCENCE

A 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 will also be 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, or the OEM designates the component as obsolete. 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. The component that replaces the obsolete components is covered under this Agreement.

ELEVATOR

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; telephones or communication devices; 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.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing

attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

KRMS Voice Monitoring Service Option

KONE will provide its KRMS voice monitoring service. Purchaser will provide an analog phone line to the elevator machine room to be terminated on the appropriate phone jacks. If the phone line is an extension off an

existing phone system, Purchaser will provide a backup power source. If applicable, the extension must be direct inward dial (DID). All phones and associated equipment must comply with ASME A17.1, local codes, and applicable law. Purchaser will provide KONE with the elevator phone number(s) or extension(s) so that these may be programmed to call the KONE Service Center. Purchaser will complete the below information and update KONE with the information immediately in writing if the information changes. Purchaser's named representatives must be available 24/7 for contact by KONE. If the KONE Service Center receives a call from an elevator, KONE will contact Purchaser's representatives in the order listed below. KONE will contact the local emergency authorities only if there is an emergency or when KONE cannot reach Purchaser's representatives. Upon termination of the Agreement, Purchaser must immediately reprogrammed all elevator phones to dial a number other than a KONE phone number, and KONE will block the elevator phone numbers from contracting the KONE Service Center.

KRMS Activation Fee: No Charge

KRMS Service Fee: \$0.00

The Service Fee is based upon annual in advance payment. In the event Purchaser chooses an alternate payment option on page 1, additional surcharge will apply.

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1.		
2.		
3.		
4.		
5.		
6.		

First Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Second Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Third Point of Contact (Optional)	
Name:	Title:
Phone #:	Cell Phone #:
Local Emergency Authorities (Required)	
Fire Department Phone #:	Police Department Phone #:

If Purchaser wishes to include KRMS voice monitoring services in the Agreement, Purchaser will accept by initialing below.

Accepted

CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

ACCEPTANCE

Service Agreement Effective Date: 01/01/2019

Service Agreement Number: **TBD**

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

Sign for on behalf of Participating Public Agency

(Signature)

(Print Name)

(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.

(Submitted By)

(Approved By) Authorized Representative

(Title)

Date: ___/___/___