



# DeKalb SPLOST Change Order Request Administrative Authorization

ITB No. \_\_\_\_\_ Contract No. 1147259

Request Date 10/19/2022 Project Type Elevator Modernization & Upgrade

Project Description Modernizing elevators at the superior court complex, adding security cameras

Contractor KONE Purchase Order Authorized Amount \$600,919.35

Change Order Amount \$14,984.00 Change to Purchase Order \$14,984.00

Requester Name Nick Jovene

Requester Title / Department Program Manager / SPLOST

**Items for Proposed Change or Addition**

Item	Unit of Measure	Quantity	Unit Cost	Total Cost
Assist with install of cameras, perform work required by elevator technician.	LS	1	\$14,984.00	\$14,984.00

**Explanation of Necessity for Change or Addition** \_\_\_\_\_

Elevator technicians are required to perform all work in the elevator hoistway and also within the elevator controller. This work is to assist SSP in completing the camera install at the Superior Court.

*Paul AD* 10/19/22  
Division Manager Date

Chris Kuhn 10/20/2022  
Contractor Name Print Date

*Ken L. B...* 10/19/22  
Director Date

*Chris Kuhn*  
Contractor Sign

*[Signature]* 10/19/2022  
SPLOST PM Construction Manager Date

Sales Manager, Service and Solutions  
Contractor Title

*[Signature]* 10/31/2022  
SPLOST PM Coordinator Date

*[Signature]* 11/1/22  
Zachary L. Williams/COO/Executive Assistant Date  
or Debra Crowell/Director - Intergovernmental Affairs

The Chief Executive Officer or his designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price provided that the total amount of the increase authorized by such Change Order is less than \$100,000.

10/18/2022

DEKALB COUNTY GOVERNMENT  
556 NORTH MCDONOUGH ST  
DECATUR, GA 30030

Re: Elevator Camera Installation

KONE Inc.  
1800 Sandy Plains Ind Pkwy  
Suite 200  
Marietta, GA 30066  
Tel +14048231876  
Fax +17704244570  
www.kone.com  
david.rodriquez@kone.com

### Description of Work

We propose to furnish and install the labor, materials, tools, and supervision to perform the following work on 10 passenger elevators identified as: Judicial Tower A, B, C, D, North Inmate and South Inmate elevators plus Admin Tower elevators 1, 2, 3 and 4.

### **Elevator Camera Install Assist**

KONE will assist the security company with installing new security cameras inside the elevators. The security company will provide the hardware and installation of the camera system. KONE will provide connections at the elevator cab and at the elevator controller located inside the machine room. The security company is responsible for piping and wiring up to the elevator controllers from their camera control devices. On the cartop, KONE will connect the installed camera system to the elevator traveling cables. Up to 4 total hours of overtime can be used for inmate elevators to avoid peak usage times.

## In-Car Camera



An In-car camera provides an added level of security for both owners and passengers. With current code changes, all elevators will require in-car camera.

While the in-car camera and system interface is provided by a third-party, onsite time for both a licensed elevator mechanic and the camera third-party vendor is required. The addition of an in-car camera may also require the replacement of the travel cable.

### Potential Benefits include:

- Creates a safer operating environment
- Reduce expenses related to vandalism which may not be covered under your maintenance agreement



Code

**Safety**

Performance &  
Reliability

Accessibility

Aesthetics

Eco-Efficiency

Modernization



**Price**

Our total price to perform the above-mentioned work amounts to: \$14,984 (Fourteen Thousand Nine Hundred Eighty Four Dollars) plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

**THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.**

*The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.*

**Down Payment**

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered and work shall not commence until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

**ACCEPTANCE:** The foregoing Agreement is hereby signed and accepted in duplicate on behalf of DEKALB COUNTY GOVERNMENT

Respectfully submitted by,  
KONE Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
David Rodrigue, Account Manager

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Approved By) Authorized Representative

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
Title

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

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

### TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to

KONE shall submit invoices for the value of material delivered and/or labor performed less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1 1/2 % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser 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 states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser 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, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of off disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the 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.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance 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.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchaser's customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.