

KONE Inc. Proposal



Elevators Escalators

Updated 2/6/2024
Robert P. Miller Park – Little League Facility Bldg
1905 SW 4th Avenue, Delray Beach, FL 33444

KONE Inc.
3421 Enterprise Way
Miami, FL 33025
Tel (786) 360-9027
www.kone.com
Christian.courtney@kone.com

ATTN: Bob Diaz, Project Manager II
Re: Twin Post New Jack and Piston Assembly Replacement + Pit Waterproofing

Description of Work: The pit for Robert Miller park has equipment which is rusted beyond repair. The rust has accumulated over the course of several years and was officially listed as a violation by the State inspector during the 2022 annual tests. Not only is this a major safety concern, it is now an official State violation. We also see extensive evidence of groundwater intrusion which may have been a leading cause in the pit equipment rusting. Properly sealing and waterproofing the pit will be required to help prevent this damage from repeating itself. KONE proposes the following work during regular working hours of the elevator trade:

Proposal created in accordance with the pricing, terms and conditions of the US Communities OMNIA Partners /City of Kansas City MO/ Contract No. EV2516. EV-2516 Attachment D authorizes this scope of work per the agreement: “a) Contractor shall proceed with work when so requested and work continuously and diligently till completed...g) Contractor shall perform any and all work requested by City...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, platform lift and dumbwaiter equipment to better the performance, safety”

Twin Post New Jack and Piston Assembly Proposal (Pit Portion):

KONE Elevator, will erect safety/sight barricades, lay protective floor covering around work areas, will hang and secure the car at the top of the hoist way, disconnect the pistons and remove, disconnect oil line and remove cylinders (jacks). KONE Elevator will not be responsible if pit floor is cracked or damaged during jacking and/or jack hammering operations.

KONE Elevator will furnish necessary labor and materials to replace existing cylinders, using new code compliant jack and piston assemblies provided by KONE Elevator. Old assemblies, oil and debris will be removed using appropriate containers. KONE Elevator will complete cylinder replacements, re-pipe disconnected oil line in pit to cylinder, re install pit equipment with new seals, gaskets and oil for cylinder and put car back in operation for inspection. KONE Elevator will remove materials, tools and supplies and provide general clean up.

Price is based upon a running car. Purchaser understands and accepts that KONE Elevator may discover unknown issues and defects in the existing system or infrastructure that shall necessitate additional work and such work shall be an additional charge. All spoils will be put into containment drums provided by KONE Elevator. KONE Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach.

PIT SEALING AND WATERPROOFING:

Apply hydraulic cement, epoxies, hydrophilic / hydrophobic chemical grout injections and waterproofing sealers, as needed to create a waterproof barrier from groundwater intrusion. Rust Proof affected pit metals.

Total Cost: \$173,633.00

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of City of Delray.

Respectfully submitted by,
KONE Inc.

(Signature)

Christian Courtney, Account Manager

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

KONE is not responsible for water intrusion as a result of removing old cylinder or ground water oil, soil oil or any damages to existing elevator jack. All spoils and spills are the responsibility of others. Parking will be needed as close as possible to elevator for use of equipment. Adequate parking and accessible storage will be needed for containment drums, materials and equipment. Parking is the responsibility of Purchaser. A water source (garden hose connection) will be needed. KONE Elevator is a union company and abides by all union rules. This proposal does not include overtime hours, only standard daytime hours. Welding and cutting affecting building fire protection may be required. This will be coordinated with building management. KONE Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach. Downtime charges will be incurred for loss of productivity due to work stoppage caused by others or specific requirements for safety, security and/or drug testing (\$450.00 hourly). 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
Not applicable

TERMS AND CONDITIONS

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

KONE shall submit a progress billing in advance for the value of material delivered and/or labor to be performed during the forthcoming month. A final invoice shall be issued by KONE upon completion of the work and shall include all remaining 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. Upon completion of the work, KONE may require Purchaser to sign the Uniform Final Acceptance form, which form is attached hereto and incorporated herein by reference. 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. A delinquent payment charge calculated at the rate of 1½ % 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.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

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 oil 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 Purchasers 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.