



Elevators Escalators

City of Delray Beach
Attn: Bob Diaz

KONE Inc.
Miami Branch
3421 Enterprise Way
Miramar, FL 33301
Tel 954-437-4300
Fax 954-437-4322
www.kone.us
andy.montross@kone.com

Re : City of Delray Beach

Dear Bob,

KONE Elevators/Escalators is proud to be a supplier member of the U.S. Communities™ Program. In accordance with our discussion, we are pleased to attach our proposal to furnish Maintenance service for the vertical transportation referenced in Attachment A.

As a registered participant of the U.S. Communities Program, you are eligible to receive special pricing for this service. This special pricing is not being advertised to the general public; it is limited to U.S. Communities members only. Through this program, you receive the following benefits:

- **Lowest maintenance pricing** available to public agencies
- **Discounted** labor and material billing rates
- **No charge** for KRMS Voice Link (Phone monitoring) – An important code required life safety feature that reduces liability
- **No Charge** Web-Based Reporting System that provides costing and invoicing reports to improve transparency and efficiency
- **Eliminates costly RFP Process** for maintenance, repairs and modernization
- **Established contract terms** that save time in processing the contract and allow public agencies to negotiate purchases of products and services without the need to go through a time consuming procurement and tendering process

Thank you for your interest in U.S. Communities and KONE. Should you have any questions, or if I can be of any further assistance, please feel free to call me at 954-203-7883.

Sincerely,
KONE Inc.

Andy Montross
Sales Manager



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 June 21st 2019)

PROPOSED UNITS & EQUIPMENT PRICING:

Location Address: City Hall, 100 NW 1st Ave, Delray Beach, FL 33444

<u>Elevators</u>	<u>Other</u>	<u>Pricing/Month</u>
One (1) two-landing hydraulic elevator, 2100 lb capacity SN#: 33376		\$150/unit

Location Address: Federspiel Parking Garage, 22 SE 1st Ave, Delray Beach, FL 33444

<u>Elevators</u>	<u>Other</u>	<u>Pricing/Month</u>
One (1) four-landing hydraulic elevator, 2500 lb capacity SN#: 91430		\$150/unit

Location Address: Fire Station #1, 501 W Atlantic Ave, Delray Beach, FL 33444

<u>Elevators</u>	<u>Other</u>	<u>Pricing/Month</u>
One (1) two-landing hydraulic elevator, 2500 lb capacity SN#: 46924		\$150/unit

Location Address: Hilltopper Stadium, 2501 Seacrest Blvd, Delray Beach, FL 33444

<u>Elevators</u>	<u>Other</u>	<u>Pricing/Month</u>
One (1) two-landing hydraulic elevator, 2500 lb capacity SN#: 26150		\$150/unit

Location Address: Pompey Park, 1101 NW 2nd Street, Delray Beach, FL 33444

Elevators	Other	Pricing/Month
One (1) two-landing hydraulic elevator, 2500 lb capacity SN#: 99441		\$150/unit

Location Address: Police Dept, 300 W. Atlantic Ave, Delray Beach, FL 33444

<u>Elevators</u>	<u>Other</u>	<u>Pricing/Month</u>
One (1) two-landing hydraulic elevator, 3500 lb capacity SN#: 39221		\$150/unit

Location Address: Robert P Miller Park, 1905 SW 4th Ave, Delray Beach, FL 33444

Elevators	Other	Pricing/Month
One (1) two-landing hydraulic elevator, 2100 lb capacity SN#: 97591		\$150/unit

Location Address: Tennis Center, 201 W. Atlantic Ave, Delray Beach, FL 33444

Elevators	Other	Pricing/Month
One (1) two-landing hydraulic elevator, 2100 lb capacity SN#: 46764		\$150/unit

Location Address: Old School Square Parking Garage, 95 NE 1st Ave., Delray Beach, FL 33444

Elevators	Other	Pricing/Month
One (1) five-landing hydraulic elevator, 3500 lb capacity SN#: 93333		\$180/unit

Location Address: Old School Square Parking Garage, 95 NE 1st Ave., Delray Beach, FL 33444

Elevators	Other	Pricing/Month
One (1) five-landing hydraulic elevator, 3500 lb capacity SN#: 93332		\$180/unit

Total Monthly Price: \$1,560 per month

**KRMS-Elevator Phone Monitoring	Y	N
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****Requires execution and completion on the CIS (Customer Information Sheet) before phones can be programmed to KONE.**

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 Florida.

PROPOSED SCOPE OF WORK:

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. 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.

HYDRAULIC ELEVATORS

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

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 and overtime 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.

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.

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.



KONE PREMIUM PERFORMANCE SERVICE

Availability

Each piece of Equipment will be available for use for at least 98.5% annually for elevators, and 98.5% annually for escalators. If the Equipment falls below the stated availability, KONE will issue Purchaser an annual credit of \$25.00.

Service Request Response Time

KONE will respond to service requests received through the KONE Service Center during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed within 4 hour(s). KONE will respond to service requests received through the KONE Service Center outside these regular working hours within 4 hour(s). Response time is calculated as the time between receipt of the service request at the KONE Service Center and the time the technician arrives at the premises. If KONE fails to meet the Service Request Response Time, KONE will issue Purchaser a credit of \$25.00 per incident.

Entrapment Service Request Response Time

KONE will respond to service requests for entrapments received through the KONE Service Center during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed within 1 hour(s). KONE will respond to service requests for entrapments and through the KONE Service Center outside these regular working hours within 2 hour(s). If KONE fails to meet the Entrapment Service Request Response Time, KONE will issue Purchaser a credit of \$25.00 per incident.

Performance Credits

To receive performance service credits for a calendar year, Purchaser will notify KONE in writing by December 1st of the calendar year in which the performance service credits apply and request that KONE review its records. If KONE verifies Purchaser's request for a credit, such credit will be applied to Purchaser's account. The total annual performance service credits will not exceed 5% of KONE's annual revenue for the applicable piece of Equipment.

Performance credits will not be applicable where the reason for the failure to meet performance service is due to misuse, vandalism, scheduled repairs or modernization services, equipment that is decommissioned safety reasons or for inspection report violations, tests, Purchaser's election to delay service, force majeure events, and service requests that provide upgrades to components that need to be upgraded or modernized.

Attachment A

Additional Terms and Conditions

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

KONE will perform the technical survey on the elevators within the first 120 days after the award has been giving. If a safety hazard or code violation is identified during KONE's technical survey, Customer will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate this agreement without penalty.

The five (5) Mowery hydraulic elevators (SN#'s: 33376, 91430, 46924, 26150, 99441) will have the following items excluded from coverage of this maintenance agreement:

Elevator Controller & All Controller Related Components

These items will be added to the contract for coverage after a modernization has been completed on each elevator.

The maintenance pricing and schedule for the five (5) hydraulic elevators will be revised after modernization is complete.

Elevator Controller will be Excluded on All Mowery Units

Location Address: City Hall, 100 NW 1st Ave, Delray Beach, FL 33444

Location Address: Federspiel Parking Garage, 22 SE 1st Ave, Delray Beach, FL 33444

Location Address: Fire Station #1, 501 W Atlantic Ave, Delray Beach, FL 33444

Location Address: Hilltopper Stadium, 2501 Seacrest Blvd, Delray Beach, FL 33444

Location Address: Pompey Park, 1101 NW 2nd Street, Delray Beach, FL 33444

KONE will credit \$180 monthly maintenance premium per unit during interim modernization period for the two (2) elevators at Old School Square Parking Garage.

Location Address: Old School Square Parking Garage, 95 NE 1st Ave., Delray Beach, FL 33444
SN#: 93332 SN#: 93333

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:

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.		

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:

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: ____/____/____